



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**CITY OF LONG BEACH
CONTINUUM OF CARE**

FOR

HOMELESS SERVICES

36291

CONTRACT NUMBER: AO-22-607

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36291

**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LONG BEACH
CONTINUUM OF CARE
FOR
HOMELESS SERVICES**

This Contract ("Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County," and **CITY OF LONG BEACH CONTINUUM OF CARE**, hereinafter referred to as "Contractor," with County and Contractor individually referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on July 13, 2021, the Board delegated authority to the Chief Executive Officer ("CEO"), or her designee, to prepare, execute, and amend agreements with Glendale, Long Beach and Pasadena Continuums of Care ("CoCs") and Los Angeles Homeless Services Authority ("LAHSA") to administer funding and program oversight for Homeless Initiative Strategies A5 (Homeless Prevention Program for Individuals), B3 (Expand Rapid Rehousing), E6 (Countywide Outreach System), E7 (Strengthen the Coordinated Entry System), and E8 (Enhance the Emergency Shelter System), subject to review and approval as to form by County Counsel. The Board also delegated authority to the CEO to increase contract sums up to ten percent subject to sufficient Measure H funding; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors ("Board") may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county; and

WHEREAS, the Contractor will provide program administration of County Homeless Initiative Strategies A5, B3, E6, E7, and E8; and

WHEREAS, the County Homeless Initiative Unit will provide up to a maximum of \$4,821,800 in Measure H Funds to fund this contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of an any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - COVID-19 Vaccination Certification of Compliance
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.

- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein and in Exhibit A – Statement of Work, attached hereto and incorporated herein by reference.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one (1) year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for an additional 12-month period, for up to an additional four (4) years. Each such extension option shall be exercised at the sole discretion of the Chief Executive Officer, or her designee as authorized by the Board of Supervisors.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Contract Sum of this Contract shall be as set forth in Exhibit B - Pricing Schedule, for the term of the Contract, as set forth in Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

5.2.1 The 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 the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a

walver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address: HIAdmin@ceo.lacounty.gov
- 5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 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.

7.6.2 Contractor shall indemnify, defend, and hold harmless 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as

determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.
- 8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.
- 8.1.3 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer and his/her designee.
- 8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the

Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against

contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have

the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The 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 end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, 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 Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury

Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations, should the contractor require additional or replacement personnel after the effective date of this

Contract to perform the services set forth herein, the 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 Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations, should the contractor require additional or replacement personnel after the effective date of this Contract, the 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. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority to the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on

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

8.12.3 Non-responsible contractor

The 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 the County or a nonprofit corporation created by the 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 the 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 the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's 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 and the Department

shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 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.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that 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. The 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 the County.

8.12.4.5 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 (5) 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 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.

8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract 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).

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate the contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State 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. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify,

defend, and hold harmless 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 the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees

and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the 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.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The 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 the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Samuel Han
County of Los Angeles
500 W. Temple Street – Room 493
Los Angeles, CA 90012
HIAdmin@ceo.lacounty.gov

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether

such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all

other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, 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.

8.25.3 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 the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection 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 with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the

deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The 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, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State 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.

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, 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 Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing 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 the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County 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 Contract.

8.29 Non Exclusivity

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The 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.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The 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.

The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract, become the exclusive property of the County. 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 Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County 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 issued by a court of competent jurisdiction.

8.36.2 In the event the 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 proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract 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, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the 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 the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor

by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Samuel Han
County of Los Angeles
500 W. Temple Street – Room 493
Los Angeles, CA 90012
HIAdmin@ceo.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition

regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

8.51.1 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 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, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County 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 Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract. Contractor shall sign and adhere to the provisions of the "Compliance with Fair Chance Employment Hiring Practices Certification," Exhibit J.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 COVID-19 Vaccinations of County Contractor Personnel

8.57.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.57.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.57.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.57.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce

members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

8.57.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor Protection of Electronic County Information

9.1.1 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 Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (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

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.2.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)


9.2.1 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.

9.2.2 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.

9.2.3 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 Director 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 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.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

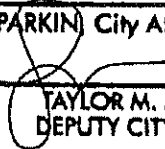
COUNTY OF LOS ANGELES

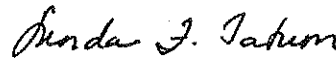
By 
Joseph M. Nicchitta for FAD (May 31, 2022 11:14 PDT)
FESIA A. DAVENPORT Date
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By 
Senior Deputy County Counsel

APPROVED AS TO FORM
March 19, 20 22
CHARLES PARKIN City Attorney
By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

By 
Contractor
Signed: Linda F. Tatum
Printed: LINDA F TATUM
Title: ASST CITY MANAGER

**STATEMENT OF WORK
CITY OF LONG BEACH CONTINUUM OF CARE**

Overview

On February 9, 2016, the Los Angeles County (County) Board of Supervisors (Board) approved the 47 Homeless Initiative strategies to prevent and combat homelessness, with five more strategies added later for a total of 51 strategies. On June 13, 2017, the Board instructed the Los Angeles County Chief Executive Office (CEO) to work with the Los Angeles Homeless Services Authority (LAHSA) and the County Department of Health Services (DHS) to provide funding to the Continuum of Care (CoC) in the cities of Glendale, Long Beach, and Pasadena.

On July 13, 2021, the Board approved Measure H funding to be allocated to the CEO to administer contracts with the CoCs. This contract will allow for the City of Long Beach Continuum of Care (Contractor) to provide program administration of County Homeless Initiative Strategies A5, B3, E6, E7, and E8 as stated in the objectives below. The terms of this agreement will be monitored by the LAHSA.

A. Objectives

The following outlines the Statement of Work for the five (5) key strategies for which the Contractor will directly administer Measure H funding for Fiscal Year 2021-22. The key strategies include:

- Strategy A5, Homeless Prevention Program for Individuals
- Strategy B3, Subsidize Housing – Partner with Cities to Expand Rapid Rehousing
- Strategy E6, Countywide Outreach System
- Strategy E7, Strengthening the Coordinated Entry System
- Strategy E8, Enhance the Emergency Shelter System.

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

- Program Participant Eligibility: The Contractor and/or any subcontractor will conduct an evaluation in accordance with the Coordinated Entry System (CES) for Adults, Youth or Families, as appropriate. The assessment will determine: 1) eligibility of each individual or family for assistance; and 2) the amount and types of assistance needed to achieve or regain stability in permanent housing.
- Reporting: The Contractor and/or any subcontractor will be required to submit quarterly performance reports on outputs and outcomes, including information on the number and demographics of participants served to date.
- Homeless Management Information System (HMIS) Participation: The Contractor and/or any subcontractor 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 Contractor/subcontractor will coordinate with County departments, homeless service providers, and physical and mental

health providers to ensure needed support services are accessed and ensure housing placement and/or retention.

- Certification of Homelessness or At-Risk of Homelessness: The Contractor and/or any subcontractor will be required to complete certification forms to document program participant eligibility.
- Confidentiality: The Contractor and/or any subcontractor will ensure the security and confidentiality of program participants and their protected identifying information.
- Housing First: The Contractor and/or any subcontractor shall adhere to Housing First principles.
- Universal Assessment: The Contractor and/or any subcontractor shall utilize the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT), adopted by the County of Los Angeles and Long Beach CoC as the universal assessment tool to assess program participants' housing and service needs.
- Coordinated Entry System (CES): The Contractor and/or any subcontractor shall work and ensure needed resources are accessed through any other homeless service providers and/or system partners within the Long Beach CoC and Service Planning Area 7.

I. STRATEGY A5 – HOMELESS PREVENTION PROGRAM FOR INDIVIDUALS

The objective of the Homelessness Prevention Program (HPP) is to provide a short-term targeted intervention to address people's housing crisis before they become homeless.

Eligibility Criteria

Eligible households will:

- Reside in the City of Long Beach;
- Be at or below the U.S. Department of Housing & Urban Development (HUD)-defined very low-income limit (50% Area Median Income) for the Los Angeles-Long Beach-Glendale HUD Metro Area; and
- Meet one of the following conditions:
 - a. Have moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; or
 - b. Are living in the home of another because of economic hardship; or
 - c. Have been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance; or
 - d. Live 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. Live in a single-room occupancy or efficiency apartment unit in which two or more people reside, or live in a larger housing unit in which more

- than one and a half persons per room reside, as defined by the U.S. Census Bureau; or
- f. Be 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).

The Contractor will screen individuals at risk of homelessness with a risk assessment form and will serve those who have been identified to be at greatest risk.

Eligible Program Activities

Eligible costs and services for HHP are listed below for individuals 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

- The maximum period for rental assistance with Measure H funds is 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 Contractor will provide problem solving activities for households at imminent risk of homelessness to stabilize or resolve their housing crisis.

Problem solving activities will include:

- identifying alternative prevention funding that supports one-time financial assistance needs
- exploring the person's natural support system
- linking individuals at risk of homelessness to other community resources.

Direct Service Staffing

Diversion Specialist (1.0 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.
- Develop 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. All client-level data will be input into the HMIS used by the Long Beach CoC.
- Records must also be kept of all clients who were screened but found ineligible for program enrollment, including documentation of the reason for determination.
- Inspect and document any unit for which assistance is paid to ensure that it meets "Habitability Standards" (Appendix I). Additionally, if a unit is to be occupied by a pregnant woman, and was built before 1978, a visual inspection will be performed to confirm that the unit is free from lead-based paint hazards. All inspection files will be documented.
- Verify and document any unit for which assistance is paid to ensure that it meets "Rent Reasonableness Standards" (Appendix II) standards.
- Once stabilized, provide short-term retention, and follow up service coordination to ensure housing is stabilized.

Tasks and Deliverables

The Contractor will be responsible for monitoring program and fiscal compliance of any subcontractor agency(ies) selected to administer the HHP. The subcontractor agency(ies) will be required to submit adequate information necessary to verify program accountability and progress in accordance with Contractor's requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the Request for Proposals (RFP).

Evaluation

HPP will be evaluated on a quarterly basis by the LAHSA to ensure it is operating efficiently. HPP will be evaluated on the objectives listed in the Performance Requirements Summary, which are derived from HUD's System Performance Measures. HPP will also be evaluated on its utilization of available funds.

II. STRATEGY B3: SUBSIDIZE HOUSING – PARTNER WITH CITIES TO EXPAND RAPID REHOUSING (RRH)

In agreement with the County CEO's Office and LAHSA, the City of Long Beach will utilize funds to support RRH retention activities. These activities will include case management services, outreach services, linkage to physical and mental health services, access to permanent housing opportunities, housing retention and 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.

Eligibility Criteria

The population for RRH is single adults experiencing homelessness who would benefit from short to intermediate housing intervention and supportive services to regain housing stability. Single adults are defined as individuals, age 18 and over or households where all members are age 18 and over.

Persons eligible for rapid rehousing or housing intervention and supportive services will:

- Meet or have met HUD's Category 1 or Category 4 definitions of homelessness at entry to permanent housing.
(<https://www.hudexchange.info/resources/documents/HomelessDefinitionRecordkeepingRequirementsandCriteria.pdf>).
- Be assisted by a rental subsidy administered by the Contractor, experiencing homelessness in Long Beach, or have become homeless in Long Beach but is currently living in a homeless situation, as defined above, outside of the City, or
- Be experiencing homelessness and receiving services within the City of Long Beach.

Eligible Program Activities

RRH projects supported by Measure H funds shall be administered by the Contractor in a manner consistent with County Homeless Initiative Strategy B3, Rapid Rehousing, and best practices related to Rapid Rehousing Programs and the Long Beach CoC Written Standards (Appendix III). In the event of any inconsistency between the requirements of the Long Beach Measure H RRH Program and the HUD RRH Program, the guidelines for the Long Beach Measure H RRH Program shall prevail.

Eligible Costs and Services for RRH are listed below and are applicable to individuals and 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
- Childcare
- 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 Contractor will employ staff who provide case management services, outreach services, linkage to physical and mental health services, access to permanent housing opportunities, housing retention and provide administrative support for this grant.

Documentation of client eligibility must be kept in the file and meet the requirements as specified in the Program Standards (Appendix IV). Client-level data will be entered into HMIS used by the Long Beach CoC.

Direct Service Staffing

1. Housing Retention Specialist (1.0 FTE)- Duties 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.
- 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 include:

- Support the Coordinated Entry System (CES) staff in addressing the healthcare needs of individuals experiencing homelessness.
- Participate in a multi-disciplinary street outreach team to engage individuals in homeless camps, shelters, and provide health assessments in non-traditional settings.
- Provide an in-home medical assessment as people move from street to home and ensure 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 individuals experiencing homelessness, and provide the needed support in improving the quality of their life.
- 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 appropriately 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.

Tasks and Deliverables

The Contractor will be responsible for monitoring program and fiscal compliance of subcontractor agency(ies) selected to administer the RRH Program. The subcontractor agency(ies) will be required to submit adequate information necessary to verify program accountability and progress in accordance with Contractor's requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures and

insurance/contract requirements as stated within the RFP. The Contractor's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance. The Contractor's Program Coordinator and Program Analyst will be identified within 10 days of contract execution.

Evaluation

RRH Program will be evaluated on a quarterly basis by the LAHSA to ensure it is operating efficiently. RRH Program will be evaluated on the objectives listed in the Performance Requirements Summary, which are derived from HUD's System Performance Measures. RRH Program will also be evaluated on its utilization of available funds.

III. STRATEGY E6 - COUNTYWIDE OUTREACH SYSTEM

The Contractor will employ staff who provide outreach services, access to permanent housing opportunities, linkage to physical health/mental health services and administrative support for this grant. The objective of this grant is to enhance street outreach efforts. The Long Beach Street Outreach Network is multi-disciplinary team comprised of City of Long Beach staff from the Departments of Health and Human Services, Police, and Fire, along with social service providers. Street outreach is often the first point of contact for individuals who are residing on the streets and experiencing multiple barriers to housing, including substance use, and physical and mental health 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 individuals experiencing homelessness residing on the streets to housing and supportive services.

The program will be operated in accordance with the Appendix IV. Documentation of client eligibility must be kept in the file and meet the requirements specified in Appendix IV. Client-level data will be entered into HMIS used by the Long Beach CoC.

Eligibility Criteria

Persons eligible for outreach services include:

- Individuals who meet HUD's Category 1 definition of homelessness. (https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf)
- Any individual, older adult, survivor of domestic violence, youth or family experiencing homelessness who is encountered during outreach and engagement activities. Families identified will be directed to the CES for families, Single Adults will be directed to CES for individuals, and TAY will be directed to the CES for Youth.

- Priority will be given to individuals and families experiencing homelessness in the City of Long Beach.

Direct Service Staffing

1. Health Educator/Outreach Worker (4.0 FTE)- Duties 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 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 Los Angeles – Homeless Outreach Portal (LA-HOP).
 - Establish and maintain effective working relationships with relevant partners to streamline referral network linkages to mental health care, physical health services, other supportive services, and housing navigation teams.
 - Facilitate Outreach Network meetings with all existing outreach teams/staff on a biweekly basis. County staff will participate in meetings, as needed.
 - 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 (0.80 FTE) - Duties include:
 - Lead efforts to identify local gaps in services and promote access and linkages for homeless services citywide.
 - Develop resource and referral information regarding additional mental health and substance use disorder programs and services available for people experiencing homelessness.
 - Coordinate with the Fire and Police Departments to effectively align services within the City.

- Develop partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.
- Conduct community outreach and engagement activities around homeless services to increase access to services for special needs populations.
- Lead the data collection efforts for the Outreach Work Group, and other programming as designated.
- Assist and support crisis response, triage, and daily service coordination efforts.

5. Clerk Typist (0.25 FTE) Duties include:

- Validate and enter client data into the Homeless Management Information System (HMIS) used by the Long Beach CoC.
- Operate the Homeless Services Outreach Hotline.
- Track REACH team calls and outreach requests for services.
- Prioritize urgent outreach needs and create the weekly outreach calendar to ensure response to all calls through the hotline.
- Track call volume and response times.
- Report on tracked metrics to outreach teams.
- Provide operational support to outreach teams.
- Provide administrative and technical support to the REACH and outreach teams.
- Assist in the coordination of outreach activities.

Tasks and Deliverables

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

Evaluation

Street Outreach programs will be evaluated on a quarterly basis by the LAHSA to ensure it is operating efficiently. Outreach will be evaluated on the objectives listed in the Performance Requirements Summary, which are derived from HUD's System Performance Measures. Outreach Program will also be evaluated on its utilization of available funds.

IV. STRATEGY E7 - STRENGTHENING THE COORDINATED ENTRY SYSTEM (CES)

The Contractor will employ staff who provide case management services, access to permanent housing opportunities and administrative support for this grant. The objective of this grant is to enhance the existing Coordinated Entry System (CES). The Long Beach CES prioritizes access to housing and services based on service need.

Eligibility Criteria

The Multi-Service Center (MSC) serves as the primary CES hub for the Long Beach CoC, where people experiencing homelessness or are at-risk of homelessness can access crisis services, have their needs assessed and prioritized consistently, and, based upon those needs, be connected with appropriate housing interventions and supportive services. Persons eligible for CES services include people experiencing homelessness who:

- Meet the HUD's Category 1 definition of homelessness. (https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf)
- Are assessed using the LA County CES Assessment tool (VI-SPDAT) tool resulting in an acuity score that reflects the need for housing navigation services.
- Priority will be given to individuals and families experiencing homelessness in the City of Long Beach.

Measure H funds will support staff who will help people experiencing homelessness secure housing, enhance communication, utilize best practices and housing/real-estate expertise in securing units, increase efficiency, and minimize duplication of landlord contacts.

Program Requirements

- The program will be operated in a manner consistent with the County Homeless Initiative Strategy E7, Coordinated Entry System and best practices related to coordinated entry.
- Documentation of client eligibility must be kept on file and meet the requirements specified in the Long Beach CoC Written Standards (Appendix III).
- Client-level data will be entered into HMIS used by the Long Beach CoC.

Direct Service Staffing

1. CES Matcher (1.0 FTE) - Duties include:

- Create and maintains the CES database of clients seeking permanent housing.
- Facilitate the housing prioritization process and matches clients to eligible housing opportunities.
- Collect and analyzes client feedback on the coordinated entry matching process.
- Analyze and interprets program data to identify potential system barriers.
- Prepare and analyzes reports to assess the accuracy of program data entry into the Contractor's HMIS.
- Collaborate with CES agency staff to maximize efficiencies and ensure quality services.

- Coordinate with program partners to provide initial, on-going, and annual trainings, including those related to CES policies and procedures
- Facilitate CES case conferencing and meetings, as needed for Long Beach CoC partner agencies.
- Attend Service Plan Area 8 CES meetings to coordinate with regional partners.

2. Housing Navigator (1.0 FTE) - Duties to include:

- Work with hospital staff to provide linkages to community services for patients experiencing homelessness.
- Initiate contact and establish a working interaction with patients experiencing homelessness to help with connection to housing resources and needed supportive services.
- Work closely with case managers/hospital social work staff working with patients experiencing homelessness to remove barriers to getting permanent housing. Track their progress through the housing process.
- When shelter or social service linkage are not obtained, continue to engage with patients experiencing homelessness and provide support during hospitalization and upon hospital discharge.
- 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 service providers, hospital staff, mental health programs, and shelter programs serving people experiencing homelessness.
- Attend staff meetings, case conferences, training workshops and community meetings, as needed.

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

4. Clerk Typist (0.25 FTE)- Duties as previously mentioned.

Tasks and Deliverables

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

Evaluation

CES will be evaluated on a quarterly basis by the LAHSA to ensure it is operating efficiently. CES will be evaluated on the objectives listed in the Performance Requirements Summary, which are derived from HUD's System Performance Measures. CES Program will also be evaluated on its utilization of available funds.

V. STRATEGY E8 – ENHANCE THE EMERGENCY SHELTER SYSTEM

The Contractor utilizes several interventions to ensure persons experiencing street and vehicular homelessness have options for safe places to sleep. The Contractor is providing the following activities under Strategy E8.

1. Crisis/bridge beds in the form of motel vouchers: Persons who are engaging with the homeless service delivery system in Long Beach and are vulnerable and in need of a safe place to stay while getting linked to other services or are close to moving in to housing are provided motel vouchers to ensure that they remaining connected while working towards other interim and permanent housing solutions. Motel vouchers can be utilized by both single adults and families.
2. Operational costs of interim housing and shelter program sites: Shelter programs operated in Long Beach incur several operational maintenance related costs. Costs include shelter beds for persons who are engaged within the Long Beach CES. Participants will receive supportive services and will be engaged in creating a permanent housing plans. Other costs related to interim housing and shelter programs include utilities, rent, supplies, materials, furnishings, and other operational expenses needed to effectively run the programs by providing additional funding in these areas, it allows the service provider to maximize the funding received through the County to providing supportive services.
3. Hygiene services for PEH: Contractor has been incurring various expenses including providing hygiene services and resources such as portable restrooms, showers, and hand washing stations to people experiencing homelessness.

Eligibility Criteria

Persons eligible for emergency shelter assistance will:

- Have met HUD (HUD) Category 1 definition of homelessness. (https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf)
- Have been assessed using the CES Assessment tool (VI-SPDAT).
- Be homeless in Long Beach; or have become homeless in Long Beach but are currently living in a homeless situation outside of Long Beach, as defined above, or be employed or receiving services within Long Beach.

Program Requirements

- The program will be operated in accordance with the County Homeless Initiative Strategy E8, Emergency Shelter, and best practice related to emergency shelter.
- Documentation of client eligibility must be kept on file and meet the requirements specified in Appendix III, Long Beach CoC Written Standards.

- Client-level data will be entered into HMIS.

Tasks and Deliverables

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

Evaluation

The Emergency Shelter System will be evaluated on a quarterly basis by the LAHSA to ensure it is operating efficiently. Emergency Shelter System will be evaluated on the objectives listed in the Performance Requirements Summary, which are derived from HUD's System Performance Measures. The Emergency Shelter System will also be evaluated on its utilization of available funds

B. Contract Monitoring, Program Guidance, Invoicing and Documentation

Contract Monitoring

Contractor shall comply with and make necessary records available, as requested, to LAHSA, the contract monitor, for all services performed under this agreement with the County. All records sent to LAHSA shall be sent to the County. Questions regarding contract monitoring shall be addressed to:

Holly Henderson, Acting Director of Compliance, at hhenderson@lahsa.org and
Monica Garcia, Interim Associate Director of Compliance, at mgarcia@lahsa.org and
copy

Leticia Colchado at lcolchado@ceo.lacounty.gov and

HI Admin at hiadmin@ceo.lacounty.gov

Program Guidance

LAHSA will provide guidance on the policy and operation of funded strategies. All programmatic issues shall be addressed to LAHSA at the following email address:

Meredith Berkson, Director of Systems & Planning at: mberkson@lahsa.org and
Allyson Crosby, Associate Director of Systems Alignment at: acrosby@lahsa.org
and copy

Leticia Colchado, Principal Analyst, CEO, at: LColchado@ceo.lacounty.gov and

Michael Castillo, Sr. Analyst, CEO, at: mcastillo@ceo.lacounty.gov

Invoicing & Reports

All invoices, reports, and required documents shall be submitted to County Chief Executive Office — Homeless Initiative at the following email addresses:

HI Admin at
hiadmin@ceo.lacounty.gov and
copy to
Michael Castillo, Sr. Analyst, CEO, at: MCastillo@ceo.lacounty.gov

C. Tasks

TASK 1: STRATEGY A5: HOMELESS PREVENTION PROGRAM FOR INDIVIDUALS

Activities	Target Number to be Served	Target Outcome	Due Date
Assist people experiencing homelessness or at-risk of homelessness in Long Beach with obtaining prevention services.	29	80% of program participants (23) will be permanently housed at program exit.	6/30/2022
Households will maintain housing stability.	23	85% of program participants (19) will remain permanently housed six months after program exit.	6/30/2022

TASK 2: STRATEGY B3 - SUBSIDIZE HOUSING – PARTNER WITH CITIES TO EXPAND RRH

Activities	Target Number to be Served	Target Outcome	Due Date
Assist individuals experiencing homelessness to obtain and remain in permanent housing through case management and referrals to supportive services.	35	60% of RRH households (21) will exit to permanent housing.	6/30/2022
Provide housing location assistance and landlord negotiation support	21	70% or 14 program participants will move in within 120 days of RRH enrollment.	6/30/2022

Provide rental assistance and supportive services to promote long-term self-sufficiency and housing retention	21	85% or 18 program participants will remain housed for at least six months after program exit.	6/30/2022
Increase income for rapid rehousing program participants so that housing costs can be sustained once rental assistance is completed.	35	15% or 5 RRH program participants will increase their income from all sources.	6/30/2022

TASK 3: STRATEGY E6 - COUNTYWIDE OUTREACH SYSTEM

Activities	Target Number connected to target outcome	Target Outcome	Due Date
Conduct outreach to persons experiencing homelessness in the City of Long Beach.	900	75%, or 675 of people outreached to will accept basic services through outreach.	6/30/2022
Provide ongoing services through city staff or support in successfully attaining services through another service provider.	900	<ul style="list-style-type: none"> 50%, or 450 people will access ongoing services through city staff or a service provider and will be enrolled in the CES. 	6/30/2022
Assist with the completion of applications for rental assistance or housing.	900	<ul style="list-style-type: none"> 10% or 90 program participants will successfully attain interim housing resources (crisis or bridge). 10%, or 90 program participants will complete application for permanent housing, RRH, or supportive housing. 5%, or 45 program participants enrolled will move into housing or exit to a permanent housing destination. 	6/30/2022

TASK 4: STRATEGY E7 - STRENGTHENING THE COORDINATED ENTRY SYSTEM (CES)

- Targeted number of people to be served: 2,000*

Activities	Target Number connected to the target outcome	Target Outcome	Due Date
Accept referrals through CES of eligible homeless individuals and families and provide housing navigation services.	800	40% of individuals and families will achieve a successful housing destination, including both interim and permanent housing programs.	6/30/2022
Strengthen relationships with landlords and property managers to increase housing opportunities for Persons experiencing homelessness.	N/A	<ul style="list-style-type: none"> • Conduct 3 landlord engagement events during the operational year • Connect with 5 new landlord/property management entities. 	6/30/2022
Assist vulnerable homeless individuals and families in Long Beach to obtain permanent housing through housing navigation assistance.	100	10% of individuals and families exit to a permanent housing destination.	6/30/2022

* Number of people served is indicative of the overall CES Access Centers of which this is a portion of the funding

TASK 5: STRATEGY E8, ENHANCE THE EMERGENCY SHELTER SYSTEM

Activities	Target Number to be Served	Target Outcome	Due Date
Provide emergency shelter utilizing motel vouchers for individuals and families experiencing homelessness.	67	50%, or 33 individuals and families exiting a motel will exit to interim or permanent housing.	6/30/2022
Provide 25 beds of interim housing within the city of Long Beach Interim Housing Program	50	20% or 10 participants exiting the Interim Housing Program will exit to permanent housing.	6/30/2022

Exit E8 funded beds to a permanent housing destination	23	20% of participants exiting the Interim Housing Program will exit to permanent housing.	6/30/2022
Ensure utilization of strategy E8 funded beds	N/A	95% average occupancy.	6/30/2022

D. Staffing

Provide description of staff roles that directly support the successful implementation of the funded program(s). Staff may include Long Beach CoC personnel and/or Long Beach CoC sub-contractor(s)

Program Name: Long Beach CoC Administration of Measure H funding for Strategies A5, B3, E6, E7 and E8		
Entity	Title	Description of Key Activities
		All positions and key activities for each Strategy are listed in the Statement of Work.

E. Deliverables

The City shall provide quarterly reports, supporting documents, and invoices, describing progress made on items in Tasks listed above. A final report will be due to the County prior to contract expiration describing the outcomes for all Tasks.

- A. Provide a copy of the any agreements (MOU/Joint-Use) necessary to implement the funded program in advance for County approval.
 - i. Within 60 days of contract execution
- B. Submit invoices monthly to the County CEO-HI.
 - i. Invoices will not be paid without the associated report describing progress made during the invoicing period
- C. Submit Quarterly Reports and supporting documents.
- D. Submit Final Report
 - i. Prior to contract expiration

**PRICING SCHEDULE
CITY OF LONG BEACH CONTINUUM OF CARE**

MAXIMUM CONTRACT AMOUNT: \$4,821,800

FISCAL YEAR (FY) 2021-22 ALLOCATION: \$2,717,873

The total budget shall be used to pay for all tasks described above. Any changes to the budget below shall be executed by Change Notice approved by the County Chief Executive Office. Measure H funding that is not fully expended within the one-year budget below and will need approval by the County Board for carryover into the following fiscal year. The County will not carryover any CoC funding for more than one additional fiscal year beyond the original allocation and funding. Funding will be returned to the County if left unspent.

FY 2021-22

Expenses	Budget					TOTAL
	A5	B3	E6	E7	E8	
Personnel Expenses – Long Beach Admin (16%)						
Subtotal	\$47,165	\$84,675	\$130,688	\$21,177	\$151,155	\$434,860
Non-Personnel Expenses						
Subtotal	\$247,615	\$444,542	\$686,111	\$111,181	\$793,564	\$2,283,013
FY 2021-22 ALLOCATION TOTAL						\$2,717,873

Prior Years Carryover Budget

FY's 2017-21

The Carryover Allocation total below represents Measure H funding previously approved by the County Board to be allocated to the Long Beach Continuum of Care through LAHSA administered agreements. The amount below is the balance of unspent prior year allocations. The total below is available for use upon execution of this agreement. The County will not reduce prior year allocations for its administration fees.

CARRYOVER ALLOCATION: \$2,103,927

CONTRACTOR'S EEO CERTIFICATION

City of Long Beach

Contractor Name

Department of Health and Human Services - 2525 Grand Ave, Long Beach, CA 90815

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the 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. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The 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

Linda J. Johnson
Authorized Official's Signature

3/24/2022
Date

APPROVED AS TO FORM

March 19, 20 22

CHARLES PARKIN City Attorney

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

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: City of Long Beach

CONTRACT NO: AO-22-607

CONTRACTOR'S PROJECT MANAGER: Paul Duncan

Name: Paul Duncan

Title: Homeless Services Bureau Manager

Address: 1301 W. 12th Street

Long Beach, CA 90813

Telephone: 562-570-4581

Facsimile: _____

E-Mail Address: Paul.Duncan@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas B. Modica

Title: City Manager

Address: 411 W. Ocean Blvd., 10th Floor

Long Beach, CA 90802

Telephone: 562-570-5091

Facsimile: _____

E-Mail Address: Tom.Modica@longbeach.gov

Name: Linda F. Tatum

Title: Assistant City Manager

Address: 411 W. Ocean Blvd., 10th Floor

Long Beach, CA 90802

Telephone: 562-570-6916

Facsimile: _____

E-Mail Address: Linda.Tatum@longbeach.gov

Notices to Contractor shall be sent to the following:

Name: Paul Duncan

Title: Homeless Services Bureau Manager

Address: 1301 W. 12th Street

Long Beach, Ca 90813

Telephone: 562-570-4581

Facsimile: _____

E-Mail Address: Paul.Duncan@longbeach.gov

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Thomas B. Modica, on behalf of City of Long Beach, (the
"Contractor"), certify that on County Contract AO-22-607 [ENTER
CONTRACT NUMBER AND NAME]:

All Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance.

Most Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County department requires
otherwise. The Contractor Personnel who have been granted a valid medical or religious
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Aronda J. Johnson
Signature

3/24/2022
Date

City Manager
Title

City of Long Beach
Company/Contractor Name

APPROVED AS TO FORM
March 19, 2022
CHARLES PARKIN, City Attorney
By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME City of Long Beach Contract No. AO-22-607GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the 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 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 the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by 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 the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has 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 County work, 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 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 contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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 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 contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or 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 the County of Los Angeles may seek all possible legal redress.

SIGNATURE: *Arinda J. Johnson*DATE: 3/24/2022PRINTED NAME: Thomas B. ModicaPOSITION: City Manager

APPROVED AS TO FORM

March 19, 2022

CHARLES PARKIN City Attorney

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT H

Page 1 of 3

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "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:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

"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.

"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.

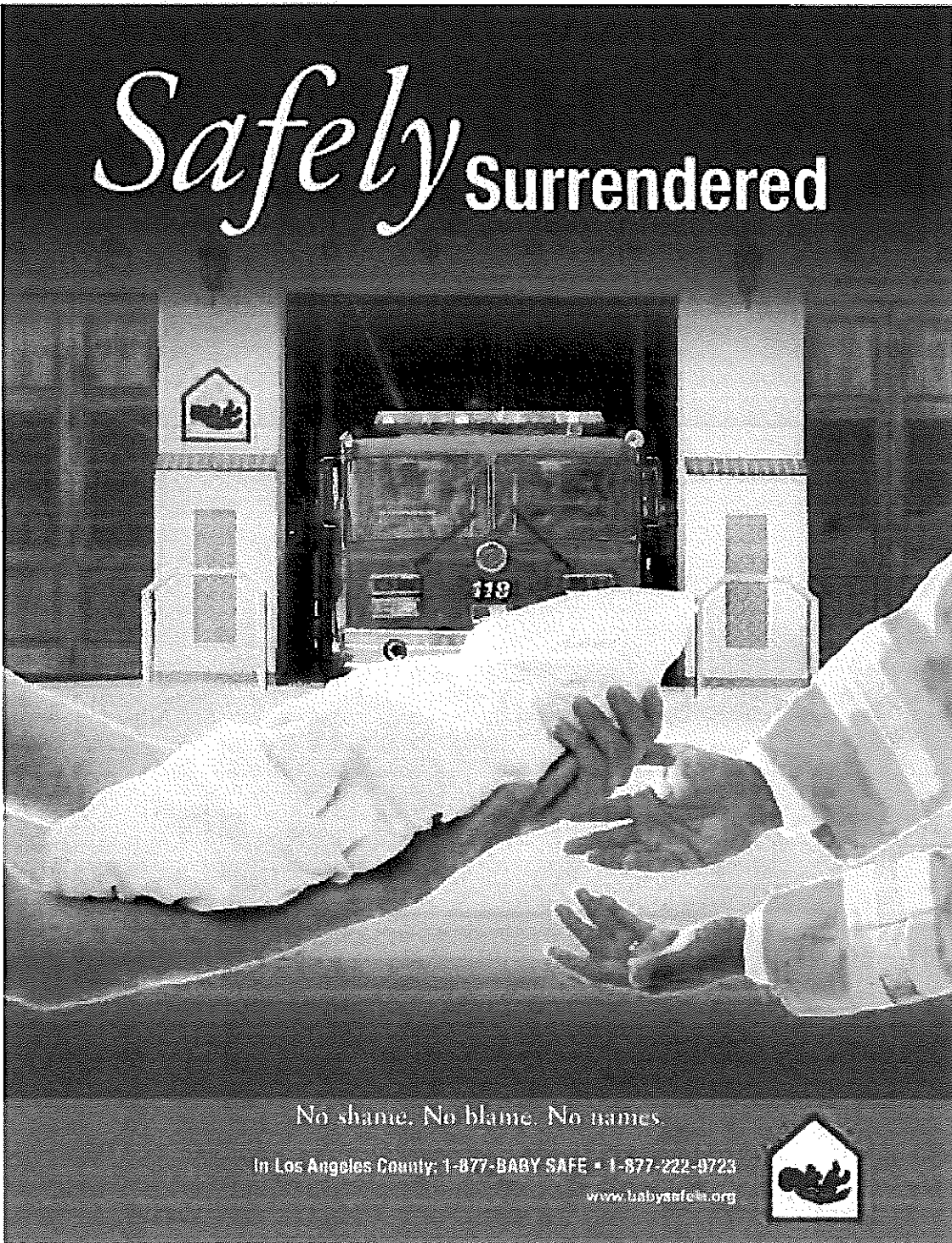
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

EXHIBIT I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.la.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given rights, or the child's father, to voluntarily surrender a baby, as long as the baby is three days (72 hours) of age or younger and has not been abused or neglected. The baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

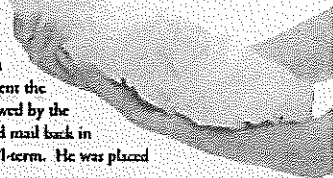
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

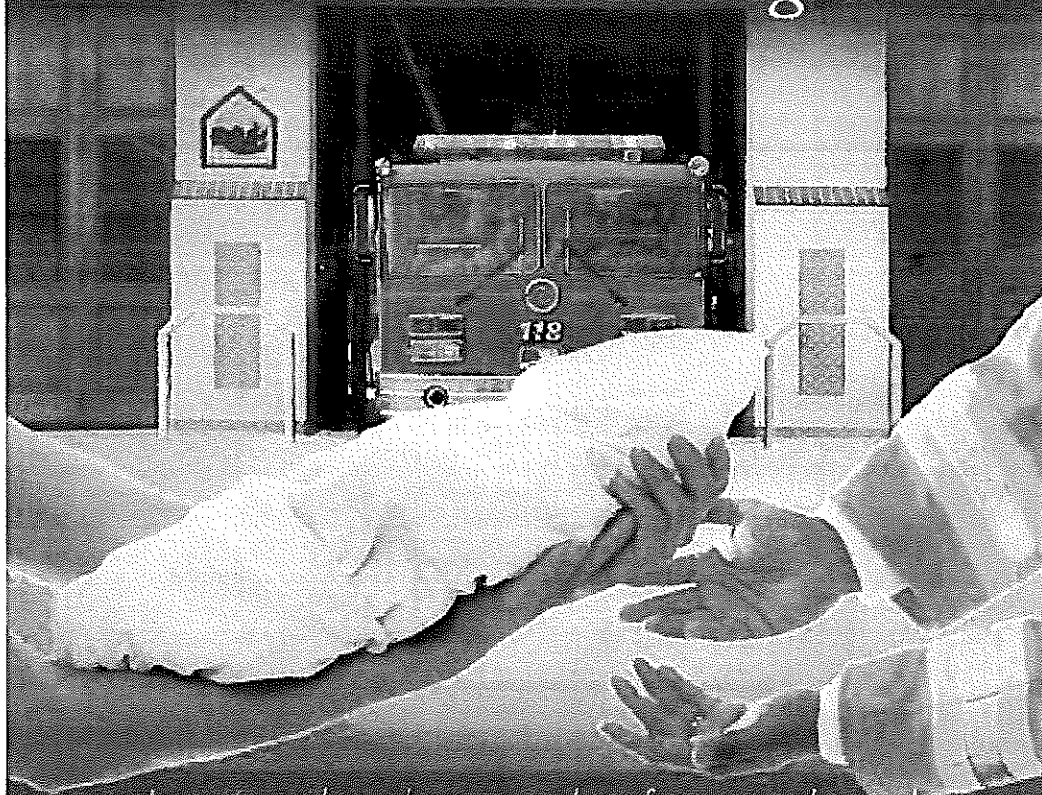
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con quienes están en desacuerdo cualquier persona a quien los padres lo hayan dado. Siempre que el bebé tenga tres días (72 horas) de vida al momento y no haya madres, padres ni ningún otro personal involucrado en el nacimiento, los padres pueden entregar el bebé sin procedimientos.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Los padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó al bebé?

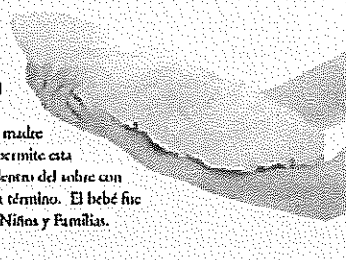
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Cited probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name: City of Long Beach		
Company Address: 2525 Grand Ave.		
City: Long Beach	State: CA	Zip Code: 90815
Telephone Number: 562-570-4000	Email address:	
Solicitation/Contract for <u>Homeless Services</u> Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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 / Linda F. Tatum	Title: Asst. City Manager
Signature: <i>Linda F. Tatum for</i>	Date: 3/24/2022

APPROVED AS TO FORM

March 19, 20 22

CHARLES PARKIN City Attorney

By 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

Appendix I
Habitability Standards

Habitability Standards for Permanent Housing

Instructions: Please complete the below information and place a check mark to indicate where the property is approved or deficient with respect to each standard. The property must meet all standards to be approved. A copy of this checklist must be placed the participant master file.

PROPERTY INFORMATION:			
Type of Housing: <input type="checkbox"/> Shared Housing-Shared Room <input type="checkbox"/> Shared Housing- Single Room <input type="checkbox"/> Apartment <input type="checkbox"/> House # of Total Bedrooms: _____			
Street Address: _____		Unit/Apt #: _____	
City: _____		State: _____	Zip Code: _____
	Standard (24 CFR Standard R part 576.4003(c))	Approved	Deficient
1.	Structure and materials: The structure is structurally sound to protect residents.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Space and security: Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided is provided an acceptable place to sleep.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Interior air quality: Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Water Supply: The water supply is free from contamination.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Sanitary Facilities: Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Thermal environment: The housing has any necessary heating/ Cooling facilities in proper operating condition.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Illumination and electricity: The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliance sin the structure.	<input type="checkbox"/>	<input type="checkbox"/>
8.	Food preparation: All food preparation areas contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Sanitary condition: The housing is maintained in sanitary condition.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Fire safety: a) There is a second means of exiting the building in the event of fire or other emergency. b) The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. c) If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. d) The public areas are equipped with a sufficient number, not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Meets additional recipient/sub recipient standards (if any).	<input type="checkbox"/>	<input type="checkbox"/>

Habitability Standards for Permanent Housing

CERTIFICATION STATEMENT	
I certify that I have evaluated the property located at the address indicated in the form to the best of my ability and find the following:	
<input type="checkbox"/>	Property meets <u>all</u> the standards.
<input type="checkbox"/>	Property does not meet all the standards.
Therefore, I am making the following determination:	
<input type="checkbox"/>	Property is approved.
<input type="checkbox"/>	Property is not approved.
Comments:	
Certifying Agency: _____	
Staff Name: _____	Staff Title: _____
Staff Signature: _____	Date Completed: _____
Supervisor Name: _____	Supervisor Title: _____
Supervisor Signature: _____	Date Completed: _____

HOUSEHOLD INFORMATION WHO WILL BE OCCUPYING THE UNIT		
Name of Head of Household: _____		
Household Size: _____	Number of Adults: _____	Number of Minors: _____

Appendix II
Rent Reasonableness Standards

RENT REASONABLENESS AND FAIR MARKET RENT UNDER THE CONTINUUM OF CARE PROGRAM

ABOUT THIS RESOURCE

Using Continuum of care (CoC) Program funds for rental assistance and leasing requires an understanding of and adherence to rent reasonableness standards to determine whether a specific unit can be assisted. Recipients and subrecipients also need to understand the relationship between rent reasonableness and the Fair Market Rent (FMR). This resource provides an explanation of both concepts and describes how to determine and document compliance with each for units in which program participants will reside. CoC Program recipients and subrecipients can use this resource to develop policies, procedures, and documentation requirements to comply with HUD rules.

What is the Rent Reasonableness Requirement?

HUD's rent reasonableness standard is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. Recipients and subrecipients should have a procedure in place to ensure that compliance with rent reasonableness standards is documented prior to executing the lease for an assisted unit. Under the CoC Program, all units and structures for which rent is paid must be reasonable; however, this document deals primarily with determining rent reasonableness for units in which program participants will reside.

Determining and Documenting Rent Reasonableness

Recipients and subrecipients are responsible for determining what documentation is required in order to ensure the rent reasonableness standard is met for a particular unit. Recipients and subrecipients should determine rent reasonableness by considering the gross rent of the unit and the location, quality, size, type, and age of the unit, and any amenities, maintenance, and utilities to be provided by the owner.

To calculate the gross rent for purposes of determining whether it meets the rent reasonableness standard, consider the entire housing cost: rent plus the cost of any utilities that must, according to the lease, be the responsibility of the tenant. Utility costs may include gas, electric, water, sewer, and trash. However, telephone, cable or satellite television service, and internet service should be excluded. The gross rent also does not include pet fees or late fees that the program participant may accrue for failing to pay the rent by the due date established in the lease.

Comparable rents can be checked by using a market study of rents charged for units of different sizes in different locations or by reviewing advertisements for comparable rental units. For example, a program participant's case file might include the unit's rent and description, a printout of three comparable units' rents, and evidence that these comparison units shared the same features (location, size, amenities, quality, etc.). Another acceptable method of documentation is written verification signed by the property owner or management company,

on letterhead, affirming that the rent for a unit assisted with CoC Program funds is comparable to current rents charged for similar unassisted units managed by the same owner.

Caution

Comparable rents vary over time with market changes, so it is important to ensure that the comparison you are using is up-to-date and appropriate for each prospective unit.

Before conducting its own study of rent levels in its community, a recipient or subrecipient should consult existing sources of rental housing data that can be used to establish comparable rents. The section below describes some different sources of information on rental units to help recipients and subrecipients meet rent reasonableness requirements. Each recipient or subrecipient must determine which approach is appropriate, given the size of its project, other housing programs it administers, local staff capacity, and other resources available within the community.

Rental Housing Data Sources

Public sources of data: There may be organizations within the Continuum of Care's geographic area that collect and aggregate data on the rental housing stock, such as a State or local Public Housing Agency (PHA) or the local Chamber of Commerce.

Real estate advertisements and contacts: Ads in newspapers or online are simple ways to identify comparable rents. The following are potential sources of information:

- Newspaper ads (including internet versions of newspaper ads);
- Weekly or monthly neighborhood or "shopper" newspapers with rental listings;
- "For Rent" signs in windows or on lawns;
- Bulletin boards in community locations, such as grocery stores, laundromats, churches, and social service offices;
- Real estate agents;
- Property management companies that handle rental property; and
- Rental listing websites like:
 - www.apartmentguide.com
 - www.apartments.com
 - www.forrentmag.com
 - <http://www.move.com/apartments/main.aspx>

Tip

Real estate ads and contacts might not provide all the information the recipient requires to determine rent reasonableness. In such instances, a follow-up call to obtain the missing information may be required. Newspaper and internet listings often contain either the lowest rent or the range of rents when there is variation among units with the same number of bedrooms. The recipient should follow up to determine what causes the rents to vary (e.g., unit size, location within the development, number of bathrooms, amenities, etc.), and then document these factors.

Rental market study: A rental market study is an in-depth analysis of a particular rental market that is often prepared by independent organizations for specific communities. Commercial firms will frequently conduct these studies before developing rental housing in a particular location. They can provide a good source of data to use as the basis of a rent reasonableness policy. However, some rental market studies may be narrowly focused on a particular type of rental housing (such as housing for seniors or rental condominiums) and might be useful only for certain housing units assisted with CoC Program funds.

Rental market survey: A rental market survey provides a comparison of various landlords and property management companies in the area. Some local governments conduct surveys to assist with planning activities. Additionally, local associations of rental owners and managers may survey their members periodically and publish the results. Many of these surveys report average rents and/or rent ranges by the number of bedrooms and submarket location. However, such surveys frequently do not contain the detailed information required for rent reasonableness comparisons, such as amenities (free parking, laundry, etc.) or additional fees that must be paid. Rental market surveys are designed to show the overall picture of the rental market and may not be useful in evaluating the rent for a particular unit type.

Tip

When using either a market study or a market survey, it is very important to understand what is and is not included in the rent reported. For example, surveys/studies may report rents with all, some, or no utilities included. When comparing unassisted market rents with CoC Program-assisted units, it is important to consider whether utilities and other amenities are included in the rent.

Rental database: Some recipients and subrecipients find it useful to build their own rental database in order to perform more efficient searches for comparable rents. Building a rental database allows the majority of work to be completed on the front end, which increases the efficiency of making rent reasonableness determinations and allows assistance to be provided more quickly. However, there are serious resource issues to consider for this option, including updating the data and maintaining the database, which can be labor-intensive and costly. If choosing this option, CoC Program recipients and subrecipients in close proximity to one another may want to consider collaborating on a database, or the CoC may elect to support a rental database to support coordinated housing placement in addition to rent reasonableness documentation.

Rural Housing Data Sources

While there may be fewer rental units in rural areas than in urban and suburban areas, it is possible to find comparable rents for different unit types located in these areas using various data sources, including:

- **U.S. Department of Agriculture's Rural Development Agency (USDA):** USDA provides direct and guaranteed loans for single and multi-family housing development in rural areas and for farm laborers. Contact information for Rural Development State and Local Offices or USDA Service Centers is available at www.rurdev.usda.gov/recd_map.html. Each Rural Development Office, if it has a Rural Housing component, can provide information on the types of rental housing available in communities throughout the state, and include unit sizes and rental rates.
- **PHAs:** If a rural community is also under the jurisdiction of a PHA, the PHA may be a source of comparable rent data.
- **Real estate agents:** Local real estate agents are not only knowledgeable about real estate prices but often are a source of information on rental housing in the area. They may be able to extrapolate rent estimates based on the general cost of housing in the area. To find real estate agents active in particular communities, recipients and subrecipients can consult the National Association of Realtors on the web at www.realtor.org. For demographic information on the housing stock, market trends, etc., recipients and subrecipients should access www.realtor.org/research.

Components of an Effective Rent Reasonableness Policy

Recipients and subrecipients must establish their own written policies and procedures for documenting comparable rents and ensure that they are followed when documenting rent reasonableness in the case file. However, a recipient may require all subrecipients to use a specific form or a particular data source. Use of a single form to collect data on rents for units of different sizes and locations will make the data collection process uniform.

For monitoring purposes, HUD will determine whether the recipient/subrecipient developed a written policy and followed that policy to determine and document that the rent was reasonable.

A sample "Rent Reasonableness Checklist and Certification" form is available at:

<https://www.hudexchange.info/resources/documents/RentReasonableChecklist.pdf>.

This sample form is used across different housing programs.

Written Policies and Procedures

The basis for the determination must be supported by the evidence documented in the case file. Therefore, adequate documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each unit met HUD requirements.

Recipients' and subrecipients' rent reasonableness policies and procedures must be transparent and consistently applied across their projects, and result in decisions that comply with HUD requirements. At a minimum, a rent reasonableness policy should include a methodology for documenting comparable rents, case file checklists and forms, standards for certifying comparable rents as reasonable, staffing assignments, and strategies for addressing special circumstances.

Thus, the policies and procedures would provide step-by-step guidance on how to make comparisons between the proposed unit rent and rents for comparable units in that community. The forms would ensure that similar information is included in each case file and would prompt staff to record considerations and conclusions made throughout the process. The recipient's policy would also specify the definition of "reasonable". For example, a recipient's policy could require staff to collect rents for no less than three comparable units and could allow as "reasonable" only rents that are lower than \$50 above the average of the three comparable rents. In this example, rent could be paid that is slightly higher than the individual comparable units and would still be considered "reasonable" under the recipient's policy.

Staff Roles and Responsibilities

The responsibility of determining and documenting each unit's compliance with these standards may be assigned to one or more program staff, such as the case manager, clerical support staff, or a staff member who is assigned to conduct habitability inspections. One staff person may perform all the checks, or the tasks may be divided among more than one staff. For example, for rent reasonableness, one staff member could conduct a telephone survey of the property owner/landlords, while another searches rental databases for comparable properties.

While the CoC Program interim rule does not specify how often a rent reasonableness survey should be performed, an annual review is appropriate. Also, in order to keep the administrative burden to a minimum, rent reasonableness documentation does not have to be collected for each individual unit. Rather, rent data may be collected at the neighborhood or community level, as long as the staff member making the determination verifies the documentation is appropriate for the proposed unit.

What is the Fair Market Rent Requirement?

The other key standard in determining the level of CoC Program funds that can be used to pay rent for an eligible program participant is the Fair Market Rent (FMR) amount for the geography in which the unit is located.

HUD establishes FMRs to determine payment standards or rent ceilings for HUD-funded programs that provide housing assistance, which it publishes annually for 530 metropolitan areas and 2,045 non-metropolitan county areas. Federal law requires that HUD publish final FMRs for use in any fiscal year on October 1—the first day of the fiscal year (FY).

The FMR standard is applied to ensure that a reasonable supply of adequate but modest rental housing is accessible to program participants. To accomplish this objective, FMRs must be high enough to permit a selection of units and neighborhoods and low enough to maximize the number of low-income families that can be served.

FMRs for each fiscal year can be found by visiting HUD's website at www.huduser.org/portal/datasets/fmr.html and clicking on the current "Individual Area Final FY20__ FMR Documentation" link. This site allows recipients and subrecipients to search for FMRs by selecting their state and county from the provided list. The site also provides detailed information on how the FMR is calculated for each area.

Determining and Documenting FMR

Determining FMR standards is straight forward; no geographic area has more than one FMR standard. However, if a recipient or subrecipient serves multiple cities or counties, it must use the appropriate FMR for the geographic area in which the assisted housing unit is located. Recipients and subrecipients should place a copy of the applicable FMR data in the program participant's case file to document the FMR for that program participant's unit size and geographic area.

FMR and CoC Program Leasing Funds

The amount of CoC Program funds used for leasing an individual unit may not exceed the current FMR for that unit size and location. For each assisted unit, recipients and subrecipients must ensure that CoC Program leasing funds do not exceed the current published FMR for their geographic area (even if an earlier FMR was used as the basis for the recipient's CoC Program grant). The applicable FMR should be documented in the case file for each program participant assisted with leasing funds.

Leasing a Structure

Recipients and subrecipients may also receive CoC Program funds to lease a structure (or a portion of a structure). In this situation, the FMR does not play a role; however, the unit must still meet rent reasonableness standards. Specifically, the gross rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

FMR and CoC Program Rental Assistance Funds

The amount of CoC Program funds used for rental assistance may exceed the current FMR for that unit size and location, as long as the contract rent is reasonable. [See the section below on Determining Acceptable Rent Subsidies for Units Assisted with CoC Program Rental Assistance Funds for more information.]

Determining Acceptable Rent Subsidies for Units Assisted with CoC Program Leasing Funds

The process for determining acceptable rent subsidies in projects assisted with leasing funds includes:

- Comparing comparable rent data to the gross rent of the proposed unit to assure rent reasonableness, and
- Comparing the rent for the proposed unit with current published FMR rates.

Example

A case manager is looking to house a mother and son, and has identified a 2-bedroom unit at a rent of \$1,200 per month, not including utilities (the tenant's responsibility). The utility allowance established by the PHA is \$150. Therefore, the gross rent is \$1,350. A check of three similar units in the neighborhood reveals that the reasonable rent is \$1,400 for that area of the city; however the FMR for the jurisdiction is only \$1,150. Since CoC Program leasing funds may only provide assistance up to the FMR, the recipient would either need to identify additional resources to make up the difference between the FMR and the gross rent (i.e., \$200) or the another unit would need to be identified.

Note that in some communities, the reasonable rent for a specific unit may be lower than the FMR that has been established for the community, thus the maximum amount that can be paid for rent is the lower of the reasonable rent level and FMR.

Rent Scenarios

If the gross rent is at or below both the FMR and the rent reasonableness standard for a unit of comparable size, type, location, amenities, etc., CoC Program funds may be used to pay up to the full amount of the contract rent for the unit.

If the gross rent for the unit is reasonable but exceeds the FMR, CoC Program recipients and subrecipients may use CoC Program leasing funds for a portion of the rent, not to exceed the FMR, if another resource is available to pay the difference.

If the gross rent for the unit exceeds the rent reasonableness standard, CoC Program recipients or subrecipients are prohibited from using CoC Program funds for any portion of the rent.

Determining Acceptable Rent Subsidies for Units Assisted with CoC Program Rental Assistance Funds

CoC Program funds for rental assistance may be used to pay rent for units with contract rents that exceed the FMR, if the contract rent is reasonable in relation to rents being charged for comparable unassisted units in the area. HUD will only provide rental assistance on behalf of a program participant for a unit if the rent for that unit is reasonable. [CoC Program FAQ#1538: <https://www.onecpd.info/faqs/1538/coc-program-funds-for-rental-assistance-be-used-to-pay-rent-for-units/>]

Recipients and subrecipients are not required to consult the FMR when determining if a rent is acceptable for CoC Program rental assistance; however, recipients, subrecipients, and rental assistance administrators should pay attention to the FMR when deciding to approve a unit since it plays a role in managing the overall grant funds. If the recipient approves unit rents that are reasonable, but exceed the FMR used to determine the grant award, then there may not be sufficient grant funding to support the number of program participants approved as part of the grant application. If the recipient approves unit rents that are reasonable, but are less than the FMR used to determine the grant award, then there may be a surplus of grant funds and the recipient may be able to serve additional program participants.

Recipients that receive rental assistance funds through the CoC Program are awarded funds based on the following formula:

$$\begin{array}{r} \text{Number and size of units} \\ \times \\ \text{Fair Market Rent (at the time of award)} \\ \times \\ \text{Length of grant} \\ = \\ \text{Rental Assistance Grant Award} \end{array}$$

Rent Scenarios

The process for determining acceptable rental assistance amounts for eligible program participants only requires the recipient or subrecipient to determine rent reasonableness.

If the gross rent is reasonable for a unit of comparable size, type, location, amenities, etc., CoC Program rental assistance funds may be used to pay the rent amount for the unit less the required program participant's rent contribution.

Additional Resources

Leasing and Rental Assistance under the CoC Program Video

<https://www.onecpd.info/resource/3107/leasing-and-rental-assistance-under-the-coc-program/>

CoC Program Leasing: Broadcast

<https://www.onecpd.info/resource/3098/coc-program-leasing/>

CoC Program: Rental Assistance Broadcast

<https://www.onecpd.info/resource/3099/coc-program-rental-assistance/>

Appendix III
Long Beach CoC Written Standards

Long Beach Continuum of Care

Written Standards



Department of Health and Human Service

Homeless Services Division

REVIEW RELEASE DATES AND BOARD APPROVAL DATES

<i>Continuum of Care Grant Written Standards</i>	
Review Release Date	CoC Board of Directors Approval Date
April 30, 2015	-
May 27, 2016	September 8, 2016

<i>Emergency Solutions Grant Written Standards</i>	
Review Release Date	CoC Board of Directors Approval Date
April 30, 2015	June 24, 2015
May 27, 2016	September 8, 2016

<i>Merged CoC & ESG Written Standards</i>	
Review Release Date	CoC Board of Directors Approval Date
April 11, 2017	May 11, 2017
June 11, 2018	June 27, 2018
March 7, 2019	June 11, 2019

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LONG BEACH CONTINUUM OF CARE WRITTEN STANDARDS

INTRODUCTION

The Long Beach Continuum of Care (CoC) is a comprehensive system of care that is committed to respond to the diverse needs of individuals and families in the City of Long Beach who are experiencing homelessness and those who are at risk of homelessness. This comprehensive system of care involves the collaborative efforts of local agencies, city leaders and community groups that together provide services and programs designed to address homelessness in Long Beach.

PURPOSE

The Continuum of Care (CoC) and Emergency Solutions Grant (ESG) Program interim rules require recipients and CoCs to develop written standards for administering assistance. This is necessary to establish community-wide expectations on the operations of projects within the community, to ensure the system is transparent to users and operators, to establish a minimum set of standards and expectations of the quality expected of projects, to make the local priorities transparent to recipients and subrecipient of funds, and to create consistency and coordination between projects.

The Written Standards establishes uniform criteria for eligibility determination, system delivery, prioritization, and performance measures throughout the CoC. These standards will ensure that households at risk of homelessness and those experiencing homelessness will be given similar information and support to access and maintain services. All projects that receive CoC and/or ESG funding are required to abide by the Written Standards.

The Written Standards will be reviewed and updated with the approval of the CoC Board.

SECTION I: GENERAL REQUIREMENTS

The Long Beach CoC's geographic boundary is the entire jurisdiction of the City of Long Beach. Through the Long Beach Continuum of Care, the City and its community partners strive to create a balance of emergency, bridge, transitional, permanent housing, and supportive services that empower individuals and families who are homeless, or at risk of homelessness, to make the critical transition from housing crisis to self-sufficiency and stable permanent housing.

COORDINATED ENTRY SYSTEM

By way of the Long Beach Coordinated Entry System (LB CES), people at risk of homelessness and people experiencing homelessness are linked to services and/or housing. Refer to the Long Beach Coordinated Entry System Policies and Procedures for more detailed information regarding the Long Beach CES.

HOUSING FIRST

Funded agencies will utilize a Housing First approach. Housing First is a housing approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to community-based supports people need to keep their housing and avoid returning to homelessness. Effectively implementing a Housing First approach involves prioritizing people with the highest needs and vulnerabilities, engaging more landlords and property owners, and making projects client-centered spaces without barriers to entering and remaining in the project. Housing First does not have service participation requirements or precondition requirements for program enrollment.

Housing First components include:

- Quickly and successfully connecting homeless individuals and families to permanent housing;
- No service participation requirements or preconditions including, but not limited to:
 - Demonstration of sobriety
 - Completion of alcohol or drug treatment
 - Agreeing to comply with a treatment regimen upon program entry
 - Placement into Transitional Housing prior to permanent housing
 - Minimum income threshold
 - Participation in services as a condition of tenancy
 - Related preconditions during program participation that might lead to the program participant's termination from the project
 - Program participants are not required to participate in services as a condition of tenancy
- Supportive services that are offered to maximize housing stability and prevent returns to homelessness;
- Participation in supportive services based on the needs and desires of program participants;
- Tenants have full rights, responsibilities, and legal protections; and
- Practices and policies to prevent lease violations and evictions.

STANDARDS FOR DETERMINING TERMINATION OF ASSISTANCE

CoC and ESG funded projects may terminate assistance to project participants who violate program requirements or conditions of occupancy. Termination under this section does not bar the housing provider from providing further assistance later to the same individual or family. The housing provider may terminate assistance in accordance with a formal process established by the housing provider that recognizes the rights of individuals affected by this process, at a minimum, must consist of:

- Providing the participant with a written copy of program rules and the termination process before the participant begins to receive assistance
- Written notice to the program participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision to terminate; and
- Prompt written notice of the final decision to the program participant.

STANDARDS FOR PROJECT PARTICIPANT CONFIDENTIALITY

To ensure the safety and security of program households, CoC partners are required to develop and implement written policies and procedures to guarantee the confidentiality of records concerning program participants. Confidentiality must always be protected. This includes all written information, any release of information, program participant records and adequate confidential space for services. To comply with these requirements, the CoC partner should, for example, keep written records or files under lock and key with only particular personnel granted access to those files. Confidentiality statements must be signed by every employee and kept on file. Standardized forms must be used to show program participant consent when program participant information is exchanged from agency to agency and kept in the program participant chart or file. The policy regarding program participant confidentiality and the completion of required forms must be in place. All HMIS users will adhere to the privacy standards set forth in the City of Long Beach Homeless Management Information System Policies and Procedures.

STANDARDS FOR FAIR AND EQUAL ACCESS AND INCLUSIVITY

The Long Beach CoC and ESG program funded projects comply with the nondiscrimination and equal opportunity provisions of Federal civil rights laws, including, but not limited to, the following: Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, Title II or III of the Americans with Disabilities Act, and Title II of the Americans with Disabilities Act. All funded CoC agencies or agencies that the Long Beach CoC has Memoranda of Understanding (MOUs) with must be compliant with nondiscrimination provisions of Federal civil rights laws. Subrecipients who leverage alternate funding which restricts access to partner projects based on specific program participant attributes or characteristics, shall disclose these additional restrictions to the City's Homeless Services Division in writing.

The Long Beach CoC ensures fair and equal access to programs and services for all program participants regardless of actual or perceived race, color, religion, national origin, age, gender identity, pregnancy, citizenship, familial status, household composition, disability, Veteran

status, or sexual orientation. The Long Beach CES includes provisions for all priority subpopulations including households experiencing chronic homelessness, veterans, families, youth, seniors, disabled and specialized provisions for those fleeing domestic violence. If an individual's self-identified gender or household composition creates challenging dynamics among residents within a facility, the host program should make every effort to accommodate the individual or assist in locating alternative accommodation that is appropriate and responsive to the individual's needs.

Language Access. The City of Long Beach and the Long Beach CoC understands that removing language barriers is critical to equitable access to services. The goal of the City's Language Access Policy is to attain meaningful and understandable access for limited English language proficiency individuals. Therefore, the City has set up translation and interpretation services in these three languages: Spanish, Tagalog, and Khmer.

ASSURANCE OF COMPLIANCE WITH THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The Violence Against Women Reauthorization Act provides housing protections for households experiencing domestic violence, dating violence, sexual assault, and stalking seek services in the Long Beach CoC. The Long Beach CoC shall utilize the local domestic violence hotline to coordinate intake and services for households fleeing domestic violence and seeking shelter. Households seeking entry into domestic violence shelters are not required to access services through the CES. Long Beach CoC assures that:

1. Applicants or tenants experiencing domestic violence, dating violence, sexual assault, and stalking are not denied assistance as an applicant, or evicted, or have assistance terminated because the applicant or tenant is or has experienced domestic violence, dating violence, sexual assault, and stalking
2. Its housing providers provide protections against denials, terminations, and evictions that directly results from being a person experiencing domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for admission, assistance, participation, or occupancy.
3. Its housing providers will implement emergency transfer plans that allow for persons experiencing domestic violence, dating violence, sexual assault or stalking to move to another safe and available unit if they fear for their life or safety.

Additional information and more detailed information regarding protections and options for persons experiencing domestic violence, dating violence, sexual assault, and stalking can be found in the Long Beach CoC's Violence Against Women Act Policy and Procedures.

HOMELESS PARTICIPATION REQUIREMENT

The Long Beach CoC has a homeless or formerly homeless person serving as a voting member on the Homeless Services Advisory Committee (HSAC). The Continuum of Care Board also has a homeless or formerly homeless person serving as a voting member. All Long Beach CoC funded partners must have participation of at least one homeless individual or formerly homeless individual on their board of directors or equivalent policymaking entity. Additionally, all Long

Beach CoC funded partners must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing support services for the project.

PERFORMANCE STANDARDS

The CoC's ESG State and Federal allocations will complement and contribute to the Long Beach CoC system performance measures by providing resources to increase permanent housing placements, reduce the length of homelessness, increase housing retention, and maintain/increase household income.

DHHS utilizes the local HMIS to regularly monitor progress, ensure compliance with eligibility requirements and effectively coordinate CoC services and housing resources. HMIS is utilized to track program participant data and report on outputs and outcomes as required by funders.

SYSTEM EVALUATION

The Long Beach CoC System Performance evaluation includes:

- A monthly review of metrics from the coordinated assessment process including occupancy reports, length of stay, and turn over beds coordination.
- A program participant focus group with people experiencing homelessness that have accessed the coordinated assessment process.
- An annual performance report with a section devoted to coordinated assessment and homelessness assistance system outcomes. The report may include assessment data, as well as the total number of assessments and referrals made, successes to be shared. Major findings from this report are presented to the CoC Board.

TRAINING AND PARTICIPATION REQUIREMENT

Subrecipients will participate in the CoC General Membership meetings, webinars, and any relevant subcommittees that support quality service delivery within the system of care. Additional trainings are required per Long Beach CES Policy and Procedures.

CONSULTATION WITH CONTINUUM OF CARE MEMBERSHIP

The City of Long Beach Department of Development Services, Neighborhood Services Bureau manages the Consolidated Planning process for the City and collaborates with the Department of Health and Human Services (DHHS), Bureau of Human Services, Homeless Services Division, which is the lead for the Long Beach CoC. The Homeless Services Division administers the following components of the City's Consolidated Plan: Emergency Solutions Grant (ESG) and HOME Move-in Deposit Program.

The CoC Membership includes CoC- and ESG-funded partners and other non-funded community stakeholders who provide input and guidance on the development and implementation of funding priorities, performance standards, system-wide policies and procedures, program implementation, and the HMIS for the Long Beach CoC. The Homeless Services Officer also hosts regular CoC Membership meetings to review system wide coordination. The CoC Membership has subcommittees in the following topic areas:

- Educational Assurances Policy
- Chronic Homelessness Initiative
- Veteran Homelessness Initiative
- Discharge Planning Consortium
- Homeless Management Information System (HMIS)
- HEARTH Act system transformation

SECTION II: CONTINUUM OF CARE (COC) PROGRAM BACKGROUND, POLICIES, PROCEDURES, AND STANDARDS

BACKGROUND

Beginning in 1987, the City of Long Beach has committed to shaping a comprehensive and coordinated system of care that responds to the diverse needs of individuals and families experiencing homelessness and those at-risk of becoming homeless. The City continues to expand services to these populations and facilitates a seamless delivery system using an active collaboration of local agencies, city leaders, community groups, and other public and private resources. Through the Long Beach Continuum of Care, the City and its community partners strive to create a balance of emergency, transitional, and permanent housing and supportive services to assist families and individuals experiencing homelessness. Through this balance of services, the Long Beach CoC empowers families and individuals to make the critical transition from housing crisis to self-sufficiency and stable permanent housing.

POLICIES AND PROCEDURES FOR EVALUATING HOUSEHOLD ELIGIBILITY FOR ASSISTANCE UNDER 24 CFR 578

Households are triaged at time of initial intake for program eligibility and level of assistance needed. Households are assessed to determine the least level of assistance needed to maintain or obtain sustainable housing by utilizing the CES Prioritization system. The household must meet the requirements of an applicable AND eligible category under the definition of "At Risk of Homelessness" OR definition of "Homeless" as established by HUD at 24 CFR §578.3, in addition to all applicable requirements for each project. The City does not intend to use the risk factor under Paragraph (1)(iii)(G) of the "at risk of homelessness" definition and Paragraph (3) of the "homeless" definition.

Housing status and annual income, where required, are verified by program staff prior to program enrollment. Additionally, the evidence relied upon to establish and verify homeless status and annual income are included in the Homeless Management Information System (HMIS) record to demonstrate compliance with program regulations, prevent duplication of services, and enhance interagency coordination within the CoC.

Calculation of Annual Income

Sufficient records must be established and maintained to enable the recipient and HUD to determine whether the applicable program requirements are being met. Long Beach Continuum of Care projects must assess and document annual income for each program participant who receives Emergency Solutions Grant (ESG) homelessness prevention assistance or ESG rapid re-housing assistance, as well as for each Continuum of Care (CoC) program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, as required by the applicable program regulations and local requirements. The subrecipient must calculate annual income in accordance with 24 CFR § 5.609 for ESG program participants and in accordance with 24 CFR § 5.609 and 24 CFR § 5.611(a); see Attachment A for more information. The evidence relied upon to establish and verify annual income must be included in the participant's file and be sufficient to demonstrate compliance with such

regulation(s). It is strongly recommended that subrecipients utilize the CPD Income Eligibility Calculator, available at <https://www.hudexchange.info/incomecalculator/>, to document the calculation of a program participant's annual income. Please see the Long Beach CoC's Calculation of Annual Income and Recordkeeping Standards for information on documentation standards.

POLICIES AND PROCEDURES FOR DETERMINING AND PRIORITIZING WHICH ELIGIBLE INDIVIDUALS AND FAMILIES WILL RECEIVE TRANSITIONAL HOUSING ASSISTANCE

The Long Beach CES prioritizes transitional housing placement for homeless households requiring long-term shelter (more than 90-days) with the goal to secure permanent housing. The CoC prioritizes households fleeing or experiencing domestic violence as the primary cause of their current housing.

Eligible households for transitional housing placement include, but are not limited to:

- Households with no income or limited income
- Household cannot sustain fair market rent
- Head of household with:
 - Recent history of substance abuse, or actively using drugs or alcohol
 - Sporadic employment history
 - Criminal background
- Survivors of domestic violence

POLICIES AND PROCEDURES FOR DETERMINING AND PRIORITIZING WHICH ELIGIBLE INDIVIDUALS AND FAMILIES WILL RECEIVE RAPID RE-HOUSING ASSISTANCE.

Households prioritized for RRH are those that lack financial resources and support networks needed to obtain immediate housing, but have the ability to maintain housing with sufficient income and social supports with RRH assistance.

Households prioritized for RRH include:

- Head of Household:
 - Recently lost employment and is receiving unemployment benefits
 - Has a part-time job or has a full-time job, but cannot sustain fair market rent
 - Lower acuity (1-9) VI-SPDAT (Recommended)

Rapid Re-housing projects may establish an income requirement for continued eligibility at re-evaluation, a maximum amount or percentage of rental assistance that a program participant may need, a maximum number of months that a program participant may receive rental assistance, and a maximum number of times that a program participant may receive rental assistance.

Supportive services include a wide range of services outlined in 24 CFR part 578.53. Supportive services may be provided up to 6 months after rental assistance stops. At a minimum, program participants must be offered monthly case management meetings.

STANDARDS FOR DETERMINING WHAT PERCENTAGE OR AMOUNT OF RENT EACH PROGRAM PARTICIPANT MUST PAY WHILE RECEIVING RAPID RE-HOUSING ASSISTANCE.

Determination of the share of rent and utilities cost will be determined at time of household's program intake and will be approved as the smallest amount needed in order to maintain or obtain housing. CoC-funded rental assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources, or to a program participant who is being provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) at the same time. Units assisted with rental assistance must also meet rent reasonableness standards, and have both a rental assistance agreement and written lease agreement before financial assistance payments are approved. CoC-funded rental assistance will be paid directly to the appropriate third-party (e.g. property owner).

POLICIES AND PROCEDURES FOR DETERMINING AND PRIORITIZING WHICH ELIGIBLE INDIVIDUALS AND FAMILIES WILL RECEIVE PERMANENT SUPPORTIVE HOUSING ASSISTANCE.

Order of priority for Permanent Supportive Housing (PSH) beds will be determined in accordance with Exhibit A, *Notice CPD-16-011: Prioritizing Persons Experiencing Chronic Homelessness and other Vulnerable Homeless Persons in Permanent Supportive Housing*.

Priority Levels: An order of priority is used to prioritize chronically homeless individuals and families for housing. The order of priority is based upon the severity of needs, and not upon diagnosis or disability type. PSH projects are required to follow the order of priority when selecting participants for housing in accordance with the CoC's written standards and current grant agreement. Order of priority for occupancy in PSH is as follows:

- First Priority – Chronically Homeless Individuals and Families with the Longest History of Homelessness and with the Most Severe Service Needs.
- Second Priority – Chronically Homeless Individuals and Families with the Longest History of Homelessness.
- Third Priority – Chronically Homeless Individuals and Families with the Most Severe Service Needs.
- Fourth Priority – All Other Chronically Homeless Individuals and Families.

Other Considerations and Requirements for PSH Projects

- Compliance of CoC funded PSH agencies with recordkeeping requirements that document a program participant's status as chronically homeless.

SECTION III: EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM BACKGROUND, POLICIES, PROCEDURES, AND STANDARDS

BACKGROUND

In accordance with Title 24 of the Code of Federal Regulations (24 CFR) 91.220(l)(4)(i) and 567.400(e)(1), the City of Long Beach (City) and the Long Beach Continuum of Care (CoC) have developed the following written standards for the provision and prioritization of Emergency Solutions Grant (ESG) funding. The following standards are intended as basic, minimum standards to which individual ESG applicants and/or subrecipients can add additional and more stringent standards applicable only to their own projects. These required standards help to ensure that the ESG program is administered fairly and methodically. The City and the Long Beach CoC will continue to build upon and refine this document.

The City of Long Beach is awarded Federal ESG funds annually from the Department of Housing and Urban Development (HUD) as part of the Annual Action Plan Process. These funds are designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

The City of Long Beach was recently designated by the California State Department of Housing and Community Development (HCD) as an Administrative Entity (AE) of State ESG funds in furtherance of these goals. As an AE, the City's responsibility is to award and administer State ESG funds to eligible service providers for ESG eligible activities in the CoC service area. State ESG regulation section 8403(g) requires that AEs select qualified service providers through a process that meets HCD requirements. All CA ESG funds shall be utilized in a manner consistent with the Core Practices set forth in 25 CCR 8409. The State ESG program is subject to change by the State.

The State ESG Program, funded by the State's General Fund, funds activities eligible under the Federal ESG Program, including rapidly re-housing individuals and families, preventing families and individuals from becoming homeless, engaging homeless individuals and families living on the street, and operating homeless shelters and providing essential services to shelter residents. Funds awarded by an AE shall be used for eligible activities as permitted by 25 CCR 8408. State ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CFR §576.102.

The ESG program allows the City to set priorities based on the needs of the community. These standards outline the specific guidelines and priorities that will be used by the City in awarding and administering ESG funding. Currently, eligible program components that are prioritized under the City's ESG program are Emergency Shelter, Street Outreach, Rapid Re-Housing, Administrative Costs, Homeless Management Information System (HMIS), and Homelessness Prevention. Applications for projects in other components will not be considered at this time. The City and Long Beach Continuum of Care may revise ESG component priority in subsequent years.

POLICIES AND PROCEDURES FOR EVALUATING HOUSEHOLD ELIGIBILITY FOR ASSISTANCE UNDER EMERGENCY SOLUTIONS GRANT (ESG)

All ESG-funded projects will ensure that all program participants meet the applicable eligibility requirements for the project. At a minimum, this includes:

- An initial evaluation, conducted in accordance with the CES Policies and Procedures, these written standards, and Long Beach CoC Standards of Care, to determine:
 - Eligibility of each household for ESG assistance; AND
 - The amount and types of assistance needed to (re)gain stability in permanent housing; AND
- The household must meet the requirements of an applicable AND eligible category under the definition of "At Risk of Homelessness" OR definition "Homeless" as established by HUD at 24 CFR§576.2; AND
- For Homelessness Prevention assistance:
 - The household income must be below 30% area median income (AMI).
 - The household has not identified any subsequent housing options.
 - The household lacks the financial resources and support networks necessary to retain immediate housing or remain in their existing housing without ESG assistance.
- For Rapid Re-housing assistance:
 - The household has not identified any subsequent housing options.
 - The household lacks the financial resources and support networks needed to obtain immediate housing.

Housing status and annual income must be verified through recordkeeping and documentation procedures outlined by HUD in 24 CFR part 576. Additionally, the evidence relied upon to establish and verify homeless or at risk for homelessness status and annual income must be included in the program HMIS participant record sufficient to demonstrate compliance with the program regulations.

STANDARDS FOR STREET OUTREACH

Funded projects under the street outreach component provide outreach and engagement to all people experiencing homelessness regardless of subpopulation. Outreach efforts are focused on those individuals/families who are least likely to access services on their own and are determined to be vulnerable. For the purposes of ESG-funded street outreach projects, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under the § 576.2. Projects can use funds for costs to provide essential services necessary to reach out to unsheltered homeless people to connect them with emergency shelter, housing or critical services; and provide urgent, non-facility based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate facility.

POLICIES AND PROCEDURES FOR ADMISSION, DIVERSION, REFERRAL, AND DISCHARGE BY EMERGENCY SHELTERS ASSISTED UNDER ESG, INCLUDING STANDARDS REGARDING LENGTH OF STAY, IF ANY, AND SAFEGUARDS TO MEET THE SAFETY AND SHELTER NEEDS OF SPECIAL POPULATION.

ESG-funded emergency shelter programs serve households that meet the definition of "homeless" as defined by HUD at 24 CFR §576.2. Households served by ESG-funded emergency shelters lack a fixed, regular, and adequate nighttime residence; cannot be served by other programs or resources; and have no other options for overnight shelter. Households are referred to ESG-funded emergency shelters after exhausting all available options for diversion.

Projects funded under the Emergency Shelter component work directly with the CES for open shelter beds. Households are screened using a standardized assessment tool to evaluate program eligibility and identify the appropriate intervention(s) to meet the household's needs. Households are assessed to determine the lowest level of assistance needed to maintain or obtain sustainable housing. Households needing immediate shelter will be placed based on availability.

Diversion from emergency shelter is one of the strategies the Long Beach CoC utilizes to reduce homelessness within the local community. During intake assessment, households are assessed for existing support systems and resources to prevent them from entering the shelter system. Intake staff provide linkages to mainstream resources such as childcare, employment services, and food resources to stabilize households.

Discharges from the emergency shelter will be coordinated through the Long Beach CES for matching to permanent housing opportunity, or to other programs for emergency services using a client-centered approach.

POLICIES AND PROCEDURES FOR ASSESSING, PRIORITIZING, AND REASSESSING HOUSEHOLD NEEDS FOR ESSENTIAL SERVICES RELATED TO EMERGENCY SHELTER

Due to limited length of stay in emergency shelter, households will be assessed for essential services on a regular basis. Households will also be reassessed to determine progress on goals pertaining to increasing income and linkages to mainstream and homeless services resources. Emergency shelter staff will work with the CoC partners to ensure linkages to mainstream services, employment, and housing resources are expedited through the Long Beach CES process. Eligible Essential Services include case management; child care; educational services; employment assistance and job training; outpatient health services, but only to the extent that other appropriate health services are unavailable in the community; legal services, but only to the extent that other appropriate legal services are unavailable or inaccessible in the community; life skills training; mental health services, but only to the extent that other appropriate mental health services are unavailable or inaccessible in the community; substance abuse treatment services, but only to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community; and transportation.

POLICIES AND PROCEDURES FOR COORDINATION AMONG EMERGENCY SHELTER PROVIDERS, ESSENTIAL SERVICES PROVIDERS, HOMELESSNESS PREVENTION, AND RAPID RE-HOUSING ASSISTANCE PROVIDERS; OTHER HOMELESS ASSISTANCE PROVIDERS; AND MAINSTREAM SERVICE AND HOUSING PROVIDERS

The coordination among the emergency shelters, homelessness prevention, rapid re-housing, homeless assistance and mainstream service providers will be completed via the CES. Representatives from mainstream benefits and employment services are located onsite to increase income and earning capacity for those served by the Long Beach CoC.

POLICIES AND PROCEDURES FOR DETERMINING AND PRIORITIZING WHICH ELIGIBLE FAMILIES AND INDIVIDUALS WILL RECEIVE HOMELESSNESS PREVENTION ASSISTANCE AND WHICH ELIGIBLE FAMILIES AND INDIVIDUALS WILL RECEIVE RAPID RE- HOUSING ASSISTANCE

To be eligible for homeless prevention services under ESG, the household must:

- Meet the requirements of a category under either the definition of "At Risk of Homelessness" OR categories 2 or 4 under the definition of definition "Homeless" as established by HUD at 24 CFR§576.2 OR Household is living in a motel, using own resources;
- Have an annual household income below 30% of area median income;
- Meet one of the following prevention targets:
 - Severe housing cost burden (55% to 75% rent to gross monthly income ratio);
 - Fixed income is TANF, Pension, SSI, VA benefits;
 - Sudden and significant loss of source of income; or
 - Had a onetime financial incident and a onetime gap payment will end the housing crisis; AND
- Demonstrate at least one of the following risk factors:
 - Household unit left primary residence within past 3 months and is currently staying with family/friends;
 - Residency in housing that has been condemned by housing officials and is no longer meant for human habitation;
 - Eviction within 2 weeks from a private dwelling;
 - Imminent foreclosure of rental housing can be confirmed;
 - Discharge within 2 weeks from an institution in which person has been a resident for more than 180 days;
 - Credit problems or history of eviction that preclude obtaining of housing;
 - Physical disabilities and other chronic health issues which are barriers to employment;
 - Recent traumatic life event that has prevented the household from meeting its financial responsibilities;

- o Homeless in last 12 months;
- o Incidence of domestic violence; and/or
- o Program participant has exhausted all other sources of public benefits.

Rapid Re-housing resources will be targeted to individuals and families who meet the following guidelines:

- Household must be literally homeless, as defined by HUD; AND
- No appropriate subsequent housing options have been identified; AND
- Household lacks the financial resources and support networks needed to obtain immediate housing.

Rapid Re-housing and Homelessness Prevention components funded under the State ESG Program must follow the Core Practices preserved in 25 CCR 8409.

Core Practices under the State ESG Program include:

- Comprehensive and coordinated access to the funded activity throughout the Service Area of the CoC;
- Prioritized access to funded services for people with the most severe needs;
- Low barrier access to services and services operated consistent with housing first practices; and
- A progressive engagement approach to services and financial assistance.

Rapid Re-housing (RRH) projects must ensure that at re-evaluation, household's income must be less than or equal to 30% of AMI. However, RRH projects may establish a maximum amount or percentage of rental assistance that a program participant may need, maximum number of months that a program participant may receive rental assistance, and maximum number of times that a program participant may receive rental assistance.

Supportive services are limited to housing relocation and stabilization services. Housing stability case management may not exceed 30 days during the period in which the program participant is seeking permanent housing and may not exceed 24 months during the period in which the program participant is living in permanent housing. Program participants must be offered monthly case management meetings. The Core Practices prescribed in 25 CCR 8409 establish that all California State ESG funded programs will utilize progressive engagement practices.

State regulations prohibit subpopulation targeting with State ESG funds in Homelessness Prevention and Rapid Re-housing program unless documentation of all of the following is provided to HCD prior to award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the Continuum of Care Service Area for programs that address the needs of all of the excluded populations for these activities (25 CCR Section 8408).

STANDARDS FOR DETERMINING WHAT PERCENTAGE OR AMOUNT OF RENT AND UTILITIES COSTS EACH PROGRAM PARTICIPANT MUST PAY WHILE RECEIVING HOMELESSNESS PREVENTION OR RAPID RE-HOUSING ASSISTANCE

Determination of the share of rent and utilities cost will be determined at time of household's intake assessment and will be approved as the smallest amount needed in order to maintain or obtain housing. ESG-funded financial assistance, including rental assistance, cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), during the period of time covered by the URA payments. Units assisted with rental assistance must also meet rent reasonableness standards, be at or below Fair Market Rent (FMR), and have both a rental assistance agreement and written lease agreement before financial assistance payments are approved. ESG-funded financial assistance, including rental assistance, will be paid directly to the appropriate third-party (e.g. utility company, property owner). Any late fees incurred while receiving ESG assistance will be the responsibility of the subrecipient or tenant; such fees must be paid by non-CoC/ESG funds.

STANDARDS FOR DETERMINING HOW LONG A PARTICULAR PROGRAM PARTICIPANT WILL BE PROVIDED WITH RENTAL ASSISTANCE AND WHETHER AND HOW THE AMOUNT OF THAT ASSISTANCE WILL BE ADJUSTED OVER TIME

Households receiving Rapid Re-housing assistance or Homelessness Prevention will be re-evaluated every three months to determine if the household maintains program eligibility. Per household rental assistance should not exceed twelve months in a three-year period. Furthermore, ESG-funded projects will be responsible for follow up evaluations with households for tracking housing retention.

STANDARDS FOR DETERMINING THE TYPE, AMOUNT, AND DURATION OF HOUSING STABILIZATION AND/OR RELOCATION SERVICES

The type of housing stabilization and/or relocation services a household receives will be determined at the time of initial assessment, and at each re-evaluation. Households will be assessed for the lowest amount of need for housing stabilization. The projects will retain flexibility to promote improved outcomes among a population with diverse and individualized needs. In accordance with the Interim rule, no household will receive more than 24 months housing stabilization and/or relocation services in a 3-year period.

DETERMINATIONS OF INELIGIBILITY

For each household determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the household's record must include documentation of the reason for that determination.

APPENDIX A

Notice CPD-16-011: Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing



U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Special Attention of:
All Secretary's
Representatives

Notice: CPD-16-11
Issued: July 25, 2016
Expires: This Notice is effective until it is
amended, superseded, or rescinded

Issued:
All Regional Directors for
CPD

Cross Reference: 24 CFR Parts 578 and
42 U.S.C. 11381, *et seq.*

Expires:
All CPD Division Directors
Continuums of Care (CoC)
Recipients of the Continuum of Care (CoC)
Program

**Subject: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other
Vulnerable Homeless Persons in Permanent Supportive Housing**

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I. Purpose

This Notice supersedes Notice CPD-14-012 and provides guidance to Continuums of Care (CoC) and recipients of Continuum of Care (CoC) Program (24 CFR part 578) funding for permanent supportive housing (PSH) regarding the order in which eligible households should be served in all CoC Program-funded PSH. This Notice reflects the new definition of chronically homeless as defined in CoC Program interim rule as amended by the Final Rule on Defining “Chronically Homeless” (herein referred to as the Definition of Chronically Homeless final rule) and updates the orders of priority that were established under the prior Notice. CoCs that previously adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the FY2015 CoC Program Competition are encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. CoCs that have not previously adopted the orders of priority established in Notice CPD-14-012 are also encouraged to incorporate the orders of priority included in this Notice into their written standards

A. Background

In June 2010, the Obama Administration released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*, in which HUD and its federal partners set goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Although progress has been made there is still a long way to go. In 2015, the United States Interagency Council on Homelessness extended the goal timeline for achieving the goal of ending chronic homelessness nationally from 2015 to 2017. In 2015, there were still 83,170 individuals and 13,105 persons in families with children that were identified as chronically homeless in the United States. To end chronic homelessness, it is critical that CoCs ensure that limited resources awarded through the CoC Program Competition are being used in the most effective manner and that households that are most in need of assistance are being prioritized.

Since 2005, HUD has encouraged CoCs to create new PSH dedicated for use by persons experiencing chronic homelessness (herein referred to as dedicated PSH). As a result, the number of dedicated PSH beds funded through the CoC Program for persons experiencing chronic homelessness has increased from 24,760 in 2007 to 59,329 in 2015. This increase has contributed to a 30.6 percent decrease in the number of chronically homeless persons reported in the Point-in-Time Count between 2007 and 2015. Despite the overall increase in the number of dedicated PSH beds, this only represents 31.6 percent of all CoC Program-funded PSH beds.

To ensure that all PSH beds funded through the CoC Program are used as strategically and effectively as possible, PSH needs to be targeted to serve persons with the highest needs and greatest barriers towards obtaining and maintaining housing on their own—persons experiencing chronic homelessness. HUD’s experience has shown that many communities and recipients of CoC Program-funded PSH continue to serve persons on a “first-come, first-serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed while screening out those with the highest level of need. These approaches to tenant

selection have not been effective in reducing chronic homelessness, despite the increase in the number of PSH beds nationally.

B. Goals of this Notice

The overarching goal of this Notice is to ensure that those individuals and families who have spent the longest time in places not meant for human habitation, in emergency shelters, or in safe havens and who have the most severe service needs within a community are prioritized for PSH. By ensuring that persons with the longest histories of homelessness and most severe service needs are prioritized for PSH, progress towards the Obama Administration's goal of ending chronic homelessness will increase. In order to guide CoCs in ensuring that all CoC Program-funded PSH beds are used most effectively, this Notice revises the orders of priority related to how persons should be selected for PSH as previously established in Notice CPD-14-012 to reflect the changes to the definition of chronically homeless as defined in the Definition of Chronically Homeless final rule. CoCs are strongly encouraged to adopt and incorporate them into the CoC's written standards and coordinated entry process.

HUD seeks to achieve two goals through this Notice:

1. Establish a recommended order of priority for dedicated and prioritized PSH which CoCs are encouraged to adopt in order to ensure that those persons with the longest histories residing in places not meant for human habitation, in emergency shelters, and in safe havens and with the most severe service needs are given first priority.
2. Establish a recommended order of priority for PSH that is not dedicated or prioritized for chronic homelessness in order to ensure that those persons who do not yet meet the definition of chronic homelessness but have the longest histories of homelessness and the most severe service needs, and are therefore the most at risk of becoming chronically homeless, are prioritized.

C. Applicability

The guidance in this Notice is provided to all CoCs and all recipients and subrecipients of CoC Program funds—the latter two groups referred to collectively as recipients of CoC Program-funded PSH. CoCs are strongly encouraged to incorporate the order of priority described in this Notice into their written standards, which CoCs are required to develop per 24 CFR 578.7(a)(9), for their CoC Program-funded PSH. Recipients of CoC Program funds are required to follow the written standards for prioritizing assistance established by the CoC (see 24 CFR 578.23(c)(10)); therefore, if the CoC adopts these recommended orders of priority for their PSH, all recipients of CoC Program-funded PSH will be required to follow them as required by their grant agreement. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Lastly, where a CoC has chosen to not adopt HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

D. Key Terms

1. **Housing First.** A model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions for entry (such as sobriety or a minimum income threshold). HUD encourages all recipients of CoC Program-funded PSH to follow a Housing First approach to the maximum extent practicable.
2. **Chronically Homeless.** The definition of “chronically homeless”, as stated in Definition of Chronically Homeless final rule is:
 - (a) 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 (a)(i) continuously for at least 12 months or on at least four 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 (a)(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 an institutional care facility;
 - (b) 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 (a) of this definition, before entering the facility;
 - (c) 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 (a) or (b) of this definition (as described in Section I.D.2.(a) of this Notice), including a family whose composition has fluctuated while the head of household has been homeless.
3. **Severity of Service Needs.** This Notice refers to persons who have been identified as having the most severe service needs.
 - (a) For the purposes of this Notice, this means an individual for whom at least one of the following is true:
 - i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; and/or

- ii. Significant health or behavioral health challenges, substance use disorders, or functional impairments which require a significant level of support in order to maintain permanent housing.
- iii. For youth and victims of domestic violence, high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- iv. When applicable CoCs and recipients of CoC Program-funded PSH may use an alternate criteria used by Medicaid departments to identify high-need, high cost beneficiaries.

(b) Severe service needs as defined in paragraphs i.-iv. above should be identified and verified through data-driven methods such as an administrative data match or through the use of a standardized assessment tool and process and should be documented in a program participant's case file. The determination must not be based on a specific diagnosis or disability type, but only on the severity of needs of the individual. The determination cannot be made based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements, see 24 C.F.R. § 5.105(a).

II. Dedication and Prioritization of Permanent Supportive Housing Strategies to Increase Number of PSH Beds Available for Chronically Homeless Persons

A. Increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness.

Dedicated PSH beds are those which are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness unless there are no persons within the CoC that meet that criteria. If there are no persons within the CoC's geographic area that meet the definition of chronically homeless at a point in which a dedicated PSH bed is vacant, the recipient may then follow the order of priority for non-dedicated PSH established in this Notice, if it has been adopted into the CoC's written standards. The bed will continue to be a dedicated bed, however, so when that bed becomes vacant again it must be used to house a chronically homeless person unless there are still no persons who meet that criterion within the CoC's geographic area at that time. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC).

B. Prioritize non-dedicated PSH beds for use by persons experiencing chronic homelessness.

Prioritization means implementing an admissions preference for chronically homeless persons for CoC Program-funded PSH beds. During the CoC Program competition project applicants for CoC Program-funded PSH indicate the number of non-dedicated beds that will be prioritized for use by persons experiencing chronic homelessness during the operating year of that grant, when awarded. These projects are then required to prioritize chronically homeless persons in their non-dedicated CoC Program-funded PSH beds for the applicable operating year as the project application is incorporated into the

grant agreement. All recipients of non-dedicated CoC Program-funded PSH are encouraged to change the designation of their PSH to dedicated, however, at a minimum are encouraged to prioritize the chronically homeless as beds become vacant to the maximum extent practicable, until there are no persons within the CoC's geographic area who meet that criteria. Projects located in CoCs where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified area. For example, if a Balance of State CoC has chosen to divide the CoC into six distinct regions for purposes of planning and housing and service delivery, each region would only be expected to prioritize assistance within its specified geographic area.¹

The number of non-dedicated beds designated as being prioritized for the chronically homeless may be increased at any time during the operating year and may occur without an amendment to the grant agreement.

III. Order of Priority in CoC Program-funded Permanent Supportive Housing

The definition of chronically homeless included in the final rule on "Defining Chronically Homeless", which was published on December 4, 2015 and went into effect on January 15, 2016, requires an individual or head of household to have a disability and to have been living in a place not meant for human habitation, in an emergency shelter, or in a safe haven for at least 12 months either continuously or cumulatively over a period of at least 4 occasions in the last 3 years. HUD encourages all CoCs adopt into their written standards the following orders of priority for all CoC Program-funded PSH. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Where a CoC has chosen to not incorporate HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

As a reminder, recipients of CoC Program-funded PSH are required to prioritize otherwise eligible households in a nondiscriminatory manner. Program implementation, including any prioritization policies, must be implemented consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable. For example, while it is acceptable to prioritize based on level of need for the type of assistance being offered, prioritizing based on specific disabilities would not be consistent with fair housing requirements or program regulations.

¹ For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

A. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Dedicated or Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include an order of priority, determined by the CoC, for CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness that is based on the length of time in which an individual or family has resided in a place not meant for human habitation, a safe haven, or an emergency shelter and the severity of the individual's or family's service needs. Recipients of CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness would be required to follow that order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.
2. Where there are no chronically homeless individuals and families within the CoC's geographic area, CoCs and recipients of CoC Program-funded PSH are encouraged to follow the order of priority in Section III.B. of this Notice. For projects located in CoC's where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified sub-CoC area.²
3. Recipients of CoC Program-funded PSH should follow the order of priority above while also considering the goals and any identified target populations served by the project. For example, a CoC Program-funded PSH project that is permitted to target homeless persons with a serious mental illness should follow the order of priority under Section III.A.1. of this Notice to the extent in which persons with serious mental illness meet the criteria. In this example, if there were no persons with a serious mental illness that also met the criteria of chronically homeless within the CoC's geographic area, the recipient should follow the order of priority under Section III.B for persons with a serious mental illness.
4. Recipients must exercise due diligence when conducting outreach and assessment to ensure that chronically homeless individuals and families are prioritized for assistance based on their total length of time homeless and/or the severity of their needs. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients of CoC Program-funded PSH are not required to allow units to remain vacant indefinitely while waiting for an identified chronically homeless person to accept an offer of PSH. CoC Program-funded PSH providers are encouraged to follow a Housing First approach to the maximum extent practicable. Therefore, a person experiencing chronic homelessness should not be forced to refuse an offer of PSH if they do not want to participate in the project's services, nor should a PSH

² For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

project have eligibility criteria or preconditions to entry that systematically exclude those with severe service needs. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these chronically homeless persons must continue to be prioritized for PSH until they are housed.

B. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Not Dedicated or Not Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include the following order of priority for non-dedicated and non-prioritized PSH beds. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH that is not dedicated or prioritized for the chronically homeless would be required to follow this order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.

(a) First Priority—Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs

An individual or family that is eligible for CoC Program-funded PSH who has experienced fewer than four occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter but where the cumulative time homeless is at least 12 months and has been identified as having severe service needs.

(b) Second Priority—Homeless Individuals and Families with a Disability with Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or in an emergency shelter and has been identified as having severe service needs. The length of time in which households have been homeless should also be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(c) Third Priority—Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter Without Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or an emergency shelter where the individual or family has not been identified as having severe service needs. The length of time in which households have been homeless should be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(d) Fourth Priority—Homeless Individuals and Families with a Disability Coming from Transitional Housing.

An individual or family that is eligible for CoC Program-funded PSH who is currently residing in a transitional housing project, where prior to residing in the transitional housing had lived in a place not meant for human habitation, in an emergency shelter, or safe haven. This priority also includes individuals and families residing in transitional housing who were fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and prior to residing in that transitional housing project even if they did not live in a place not meant for human habitation, an emergency shelter, or a safe haven prior to entry in the transitional housing.

2. Recipients of CoC Program-funded PSH should follow the order of priority above, as adopted by the CoC, while also considering the goals and any identified target populations served by the project. For example, non-dedicated or non-prioritized CoC Program-funded PSH that is permitted to target youth experiencing homelessness should follow the order of priority under Section III.B.1. of this Notice, as adopted by the CoC, to the extent in which youth meet the stated criteria.
3. Recipients must exercise due diligence when conducting outreach and assessment to ensure that persons are prioritized for assistance based on their length of time homeless and the severity of their needs following the order of priority described in this Notice, and as adopted by the CoC. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant indefinitely while waiting for an identified eligible individual or family to accept an offer of PSH (see [FAQ 1895](#)). Recipients of CoC Program-funded PSH are encouraged to follow a Housing First approach to the maximum extent practicable. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these individuals and families must continue to be prioritized until they are housed.

IV. Using Coordinated Entry and a Standardized Assessment Process to Determine Eligibility and Establish a Prioritized Waiting List

A. Coordinated Entry Requirement

Provisions at 24 CFR 578.7(a)(8) requires that each CoC, in consultation with recipients of Emergency Solutions Grants (ESG) program funds within the CoC's geographic area, establish and operate either a centralized or coordinated assessment system (referred to in this Notice as coordinated entry or coordinated entry process) that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. CoCs that adopt the order of priority in Section III of this Notice into the CoC's written standards are strongly encouraged to use a coordinated entry process to ensure that there is a single prioritized list for all CoC Program-funded PSH within the CoC. The [Coordinated Entry Policy Brief](#), provides recommended criteria for a quality coordinated entry process and standardized assessment tool and process. Under no circumstances shall the order of priority be based upon diagnosis or disability type,

but instead on the length of time an individual or family has been experiencing homelessness and the severity of needs of an individual or family.

B. Written Standards for Creation of a Single Prioritized List for PSH

CoCs are also encouraged to include in their policies and procedures governing their coordinated entry system a requirement that all CoC Program-funded PSH accept referrals only through a single prioritized list that is created through the CoCs coordinated entry process, which should also be informed by the CoCs street outreach. Adopting this into the CoC's policies and procedures for coordinated entry would further ensure that CoC Program-funded PSH is being used most effectively, which is one of the goals in this Notice. The single prioritized list should be updated frequently to reflect the most up-to-date and real-time data as possible.

C. Standardized Assessment Tool Requirement

CoCs must utilize a standardized assessment tool, in accordance with 24 CFR 578.3, or process. The Coordinated Entry Policy Brief, provides recommended criteria for a quality coordinated entry process and standardized assessment tool.

D. Nondiscrimination Requirements

CoCs and recipients of CoC Program-funded PSH must continue to comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable. See 24 C.F.R. § 5.105(a).

V. Recordkeeping Recommendations for CoCs that have Adopted the Orders of Priority in this Notice

24 CFR 578.103(a)(4) outlines documentation requirements for all recipients of dedicated and non-dedicated CoC Program-funded PSH associated with determining whether or not an individual or family is chronically homeless for the purposes of eligibility. In addition to those requirements, HUD expects that where CoCs have adopted the orders of priority in Section III. of this Notice into their written standards. The CoC, as well as recipients of CoC Program-funded PSH, will maintain evidence of implementing these priorities. Evidence of following these orders of priority may be demonstrated by:

- A. Evidence of Severe Service Needs.** Evidence of severe service needs is that by which the recipient is able to determine the severity of needs as defined in Section I.D.3. of this Notice using data-driven methods such as an administrative data match or through the use of a standardized assessment. The documentation should include any information pertinent to how the determination was made, such as notes associated with case-conferencing decisions.
- B. Evidence that the Recipient is Following the CoC's Written Standards for Prioritizing Assistance.** Recipients must follow the CoC's written standards for prioritizing assistance, as adopted by the CoC. In accordance with the CoC's adoption of

written standards for prioritizing assistance, recipients must in turn document that the CoC's revised written standards have been incorporated into the recipient's intake procedures and that the recipient is following its intake procedures when accepting new program participants into the project.

C. Evidence that there are no Households Meeting Higher Order of Priority within CoC's Geographic Area.

- (a) When dedicated and prioritized PSH is used to serve non-chronically homeless households, the recipient of CoC Program-funded PSH should document how it was determined that there were no chronically homeless households identified for assistance within the CoC's geographic area – or for those CoCs that implement a sub-CoC³ planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area – at the point in which a vacancy became available. This documentation should include evidence of the outreach efforts that had been undertaken to locate eligible chronically homeless households within the defined geographic area and, where chronically homeless households have been identified but have not yet accepted assistance, the documentation should specify the number of persons that are chronically homeless that meet this condition and the attempts that have been made to engage the individual or family. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence.
- (b) When non-dedicated and non-prioritized PSH is used to serve an eligible individual or family that meets a lower order of priority, the recipient of CoC Program-funded PSH should document how the determination was made that there were no eligible individuals or families within the CoC's geographic area - or for those CoCs that implement a sub-CoC planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area - that met a higher priority. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence that there were no households identified within the CoC's geographic area that meet a higher order of priority.

VI. Questions Regarding this Notice

Questions regarding this notice should be submitted to HUD Exchange Ask A Question (AAQ) Portal at: <https://www.hudexchange.info/get-assistance/my-question/>.

³ For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

APPENDIX B

Department of Housing and Community Development, Emergency Solutions Grants Program, State Regulations, California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20, § 8409. Core Practices

Authority cited: Section 50406(n), Health and Safety Code. Reference: 24 C.F.R. 92.320 and 24 C.F.R. Part 576.

§ 8409. Core Practices

(a) Unless exempted by federal rules, all ESG-funded activities shall utilize a Coordinated Entry system established by and consistent with the protocols of the Continuum of Care for the Service Area in which that program operates. Participation in Coordinated Entry shall occur in a manner that promotes the following, as reflected in the Continuum of Care Written Standards:

(1) Comprehensive and coordinated access to assistance regardless of where an individual or family is located in the Continuum of Care Service Area. Local systems should be easy to navigate and have protocols in place to ensure immediate access to assistance for people who are homeless or most at-risk;

(2) Prioritized access to assistance for people with the most urgent and severe needs, including, but not limited to, survivors of domestic violence. ESG-funded activities shall seek to prioritize people who:

(A) Are unsheltered and living in places not designed for human habitation, such as cars, parks, bus stations, and abandoned buildings;

(B) Have experienced the longest amount of time homeless;

(C) Have multiple and severe service needs that inhibit their ability to quickly identify and secure housing on their own; and

(D) For Homelessness prevention activities, people who are at greatest risk of becoming literally homeless without an intervention and are at greatest risk of experiencing a longer time in shelter or on the street should they become homeless.

(b) All ESG-assisted projects shall operate in a manner consistent with housing first practices as reflected in the Continuum of Care Written Standards, (consistent with subsections (1) through (5) below), and progressive engagement and assistance practices, including the following:

(1) Ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or income history, and people with active substance abuse or mental health issues;

(2) Helping participants quickly identify and resolve barriers to obtaining and maintaining housing;

- (3) Seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
- (4) Allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
- (5) Connecting participants to appropriate support and services available in the community that foster long-term housing stability;
- (6) Offering financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing; and
- (7) Notwithstanding subdivision (6) above:
 - (A) Rapid Rehousing activities funded within the same Continuum of Care Service Area shall follow the same program requirements for type, duration, and amount of assistance provided, unless sufficient written justification for any differences is provided by the Continuum of Care and approved by the Department; and
 - (B) Homeless prevention activities funded within the same Continuum of Care Service Area shall follow the same program requirements for type, duration, and amount of assistance provided, unless sufficient written justification for any differences is provided by the Continuum of Care and approved by the Department.
- (8) Any other practices promoted or required by HUD.

Authority cited: Section 50406(n), Health and Safety Code. Reference: 24 C.F.R. Sections 576.400 and 576.401.

§ 8410. Match Requirements.

- (a) Pursuant to 24 CFR 576.201, the Department will provide HUD with annual documentation of the sources and amounts of matching funds required of the Department as a recipient of ESG funds.

Appendix IV Program Standards

These Program Standards (PS) apply to all contracts for all populations. The System Components Scope of Required Services (SRS) documents will contain contractual requirements specific to the component(s) for which the agency is contracted to provide. The PS and SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, together comprise the entire Statement of Work for the system component(s) being contracted.

PROGRAM STANDARDS

These program standards are contractual requirements which all programs providing supportive services must adhere to. This document is not a standalone document and is meant to work in conjunction with the System Component SRS's, which may add to, clarify, or supersede any contractual requirements set forth in this document.

SYSTEM COMPONENT OVERVIEW

All contracts that include supportive services are considered to be components of the Coordinated Entry System (CES), referred to in this document as System Components. The following is a list (although not exhaustive) of System Components: homeless prevention, access centers, outreach, housing navigation, crisis housing, bridge housing, housing location, transitional housing, rapid re-housing, and permanent supportive housing.

DEFINITIONS

- Housing First:** Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the income, resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.
- Low Barrier:** Housing First programs do not require persons to prove "housing readiness." There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants' health, education, employment, and other related quality of life determinants. The basic underlying principle of LAHSA's System Components is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all System Components reflect a low-barrier philosophy. Criteria for continued assistance does not include requirements for service participation.
- Harm Reduction:** As part of the low-barrier design of LAHSA's System Components, all contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person's continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person's inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

4. **Trauma Informed Care:** All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

UTILIZATION OF THE COORDINATED ENTRY SYSTEM

5. The Los Angeles CES facilitates the coordination and management of a crisis response system's resources that allows users to make data-informed decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness. CES ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible.
 - 5.1. Contractor must comply with all applicable procedures in the approved Los Angeles County CES Operations Manual, based on their identified role as a Referral Partner or CES Participating Agency.
 - 5.2. Contractors must participate in the CES and SPA-level coordination and collaboration with the CES lead agencies and CES providers in the SPA in which Contractor is funded to provide services.
 - 5.3. Contractors must integrate their program with the Coordinated Entry System (CES) in their respective SPA by working with the SPA's CES lead agencies and other CES providers to coordinate referrals and services for participants identified through the CES.
 - 5.4. Contractors must accept referrals and/or matches from CES Regional Coordinators and/or CES Matchers, in accordance with any guidance or policies set forth by LAHSA.
 - 5.4.1. Priority may be subject to change through issuance of County guidance.

COMMUNITY BASED COLLABORATIVE REQUIREMENTS

6. Contractors must utilize and maintain referral networks with the following list of services in addition to those networks created through the CES (this list is not exhaustive):
 - 6.1. CES Lead Agencies
 - 6.2. CES street and community outreach activities
 - 6.3. CES Case Conferencing Meetings
 - 6.4. LA County Department of Health Services Housing for Health, Housing and Jobs Collaborative, and Countywide Benefits Entitlement Services Team Program
 - 6.5. LA County Department of Mental Health Housing Programs
 - 6.6. LA County Department of Public Social Services
 - 6.7. LA County Department of Children and Family Services
 - 6.8. LA County Department of Probation
 - 6.9. Domestic Violence Providers
 - 6.10. Housing Opportunity for Persons with Aids (HOPWA) Services

- 6.11. Greater Los Angeles and Long Beach Veterans Affairs (VA)
 - 6.12. Mental and Physical Health Services
 - 6.13. Substance Use Abuse Services
 - 6.14. Education Services
 - 6.15. Life Skills
 - 6.16. Legal Services
 - 6.17. Vocational counseling/training
 - 6.18. First Responders
7. Contractors must ensure that the Program Director or Senior Program Manager in charge of operations attends and participates in regular mandatory system and service coordination meetings, Learning Communities, and Active Contract Management meetings.
 8. Contractors must ensure collaboration and leveraging of resources with Community Partners to provide any additional services that their participants may require.
 - 8.1. Contractors must have formal, written agreements (i.e. Memorandum of Understanding or Memorandum of Agreement) in place with community partners to ensure the provision of these services. Documentation of agreements must be made available to LAHSA upon request.
 - 8.2. Contractors must be able to demonstrate direct and coordinated links to community partners.
 9. Contractors must work collaboratively with Veterans Service providers, such as Supportive Services for Veteran Families (SSVF), Housing and Urban Development- Veterans Administration Supportive Housing (HUD-VASH), and Grants and Per Diem (GPD) to assist with the community's goal of ending Veteran homelessness.

CONTRACTOR OBLIGATIONS

10. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and well-being of the participant.
11. Connection to domestic violence shelter must be completed via linkages. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off." Contractor must continue to work with and provide support and services to participant until participant is successfully transitioned to the domestic violence shelter.
12. Contractors must follow any additional guidance LAHSA provides in regard to serving this population.
 - 12.1. Contractors are required to work collaboratively with domestic violence shelters to ensure that CES services are made available to eligible participants receiving domestic violence services.
 - 12.2. Contractors are required to abide by participant confidentiality requirements as set forth by LAHSA and the Violence Against Women Act (VAWA) Confidentiality Provision (34 U.S.C. 12291(b)(2)).
13. Contractors must develop clear and consistent program policies and procedures.
14. Contractors program policies and procedures will be subject to review, approval, amendment/revision by the COUNTY.

HEALTH, SAFETY, AND INCIDENT REPORTS

15. Contractor shall have written policies and procedures to guide staff actions and program services regarding injury and disease prevention within their programs.
16. Contractor must utilize a centralized and organized system of documenting Incident Reports and an Incident Report log to track, monitor, and resolve crises, conflicts, accidents, injuries, illnesses, trauma, etc. that occur within any and all of contractor's facilities and/or programs.
17. Incident Reports must be made available to COUNTY upon request.
18. COUNTY be notified immediately of incidents that result in injury, any acts of violence, signs of contagious disease, signs of abuse/neglect, death of participants and/or staff, damage/theft to facility and/or property by participants and/or staff or emergency personnel/first responders (police, sheriff, fire department, etc.) being discharged to any and all the Contractor's facilities receiving COUNTY funded homeless services and the resolution to the incident.
19. Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Child Abuse Hotline at: (800) 540-4000. Upon completion of report to the Child Abuse Hotline, contractor must then notify COUNTY within 12 hours of the incident.
20. Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to the Elder Abuse Hotline at: (877) 477-3646. Upon completion of report to the Elder Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.
21. Contractor is to provide the name and title of the individual designated by Contractor to handle all incidents. Contractor must clearly indicate how this individual can be contacted. (Incident Report Coordinator)
22. All required Incident Reports must be submitted to COUNTY via ENCRYPTED email at: hiadmin@ceo.lacounty.gov within 12 hours of the incident occurrence.
23. Contractor must maintain a written set of Incident Reporting Policies and Procedures that comply with COUNTY requirements. Policies and Procedures must include a training component for staff and subcontractors that comply with COUNTY requirements. Training agendas and sign-in sheets must be made available upon request for review.
24. Contractor must submit a copy of incident reporting policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).
25. Contractor must have a procedure of how incident reports will be documented, and the maintenance of any police reports or other documents associated with the incident. Copies of the incident reporting forms, and policies and procedures must always be made readily available to program staff.
26. **Reporting Alleged Fraud:** The Los Angeles County Auditors Department has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
27. Contractors must include this information within their hiring Policies and Procedures and provide a Fraud Hotline Fact Sheet to their employees during the employee hiring process 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 COUNTY, funds administered by COUNTY, its employees, sub-recipients

and /or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

Los Angeles County Fraud Hotline
500 W. Temple Street, Suite 515
Los Angeles, CA 90012
Phone: (800) 544-6861
Email: fraud@auditor.lacounty.gov
Web: www.fraud.lacounty.gov

TUBERCULOSIS GUIDELINES

28. Contractor's policies and procedures regarding disease prevention must include standardized Tuberculosis (TB) guidelines, in compliance with the Los Angeles County Department of Public Health Guidance. Contractor's policies and procedures must address TB screening of staff and volunteers, TB screening of participants as part of program intake, and a Cough Alert Protocol for ongoing monitoring of TB symptoms of staff and/or participants.
 - 28.1 Staff must be trained in early detection of potential symptoms of TB.
 - 28.2 Contractor must appoint a TB Liaison who will serve as Contractor's main point of contact for any related issues in connection with TB Prevention Guidelines.
 - 28.3 Contractor also agrees to notify COUNTY in writing, within five (5) days in the event the TB Liaison changes for any reason.
 - 28.4 All Contractor staff and volunteers must be screened for symptoms of TB;
 - 28.4.1 Contractor shall provide, maintain proof, and keep confidential, the TB screening of all staff, including those of its subcontractors and make these records available to COUNTY at any time.
 - 28.4.2 All Participants seeking entry to any congregate living program (Crisis Housing, Bridge Housing, Transitional Housing, etc.) must be screened for symptoms of TB at time of intake.
 - 28.5 Asymptomatic participants, with evidence of TB clearance within the past year, must be permitted to continue intake for the Crisis, Bridge, or Transitional Housing bed.
 - 28.6 Asymptomatic participants, who have no record of TB clearance within the past year, must continue their intake for entry into the Crisis, Bridge, or Transitional Housing bed. Upon intake and admission to the program, Contractor must refer participant for additional screening. Non-symptomatic Participants must show evidence of TB clearance by a healthcare provider within seven (7) days of initial admission to the program.
 - 28.7 Contractor must immediately refer Participants who show symptoms of TB to an appropriate LA County Department of Public Health or LA County Department of Health Services TB Clinic.
 - 28.8 Many LA County TB Clinics are open 24 hours a day, 7 days a week. LA County TB screening clinic locations and hours of operation can be found here: <http://publichealth.lacounty.gov/tb/>
 - 28.9 Symptomatic participants who are referred for additional screening may only be allowed entry into the program upon receipt of TB Clearance from healthcare provider.

- 28.10 Contractor shall comply with COUNTY's 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 this Agreement.

PARTICIPANT GRIEVANCE AND TERMINATION POLICIES AND PROCEDURES

29. Contractor must maintain a written set of grievance and termination policies and procedures that comply with COUNTY requirements.
30. Policies and procedures must include a training component for staff and subcontractors. Training agendas and sign in sheets must be made available upon request for review.
31. Contractor must submit a copy of the aforementioned policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).
32. Grievance and termination policies and procedures must be reviewed with participant during intake, as well as given a copy of the policy and procedures. Copies of these policies and procedures must be made freely available for all program participants upon request.
33. Intake paperwork must contain a participant's signature acknowledging that they have been made aware of the contractor's Grievance and Termination Policies and procedures or documentation that the client was unable/unwilling to sign the acknowledgement.
34. LAHSA contractors can create their own forms or utilize the LAHSA Grievance and Termination Policy and Procedures template.
35. Grievance and Termination Policies and Procedures must be prominently displayed in the common area(s) of contractor's facility. Public displays must incorporate the Department of Public Health County-Wide Grievance contact information as a mechanism for participants to contact various homeless service contractor funders. Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov.
36. Documentation of all grievance and termination filings must be entered in HMIS as soon as possible however, not to exceed three (3) business days.
37. LAHSA contractors must designate both a primary and alternate person as a point of contact for grievance and termination situations. This must also include a procedure to support circumstances where if contractor's designated or alternative individual are not available or if not in the office, how a participant can still be supported.

GRIEVANCE POLICIES AND PROCEDURES

Contractors' policies and procedures must include, but are not limited to the following:

38. Contractors' must contact participants within three (3) business days of receiving and confirming receipt of the grievance.
39. To the extent possible and when appropriate, grievance procedures must include a face-to-face meeting with the participant. The grievance investigation must include the gathering of facts, statement(s) from the grievant and/or other participants and staff (if applicable). At the conclusion of the contractor's finding, an issuance of a written decision that includes factors and vetted facts that led to the final determination of the grievance, must be given to the client and copy placed in their file.

40. The confidentiality of the participant and their grievance must be ensured. This includes client interaction, settings and documentation.
41. A centralized and organized system of documenting grievances including a copy or description of the grievance, date the contractor met with the participant, the staff that addressed the grievance, the date the contractor met with the participant, the staff that addressed the grievance and the date the participant received the written determination.
42. Documentation must be made available to LAHSA, along with the participant chart/case file, upon LAHSA's request. Contractor's failure to provide such documentation within five (5) business days of the request may result in a material breach of this agreement.
43. Contractor must include within their grievance policy and procedures, information on how a participant can appeal a decision pertaining to their grievance.
44. Contractor must have procedures for a first and second level grievance appeal and must give the participant the opportunity to present written and/or oral objections before a staff member other than the staff-person (or a subordinate of the person) who made or approved the initial grievance.
45. Contractor, for both first and second level appeals, must provide a letter of determination to the participant that consist of facts that led to the decision not to exceed 10 business days of receipt of the appeal. The final decision should contain a clear statement of the outcomes that led to the decision of the appeal.

DISPUTE RESOLUTION SERVICES

46. Contractor must inform the participant of the following "cost free" resolution service. This resource can be used as the referral to a mediation or dispute resolution service.
47. Contractor can assist participant with a referral to the dispute resolution service upon request.
48. Contractors must explain to the participants filing their grievance, their right to review the written decision with the assistance of mediation or dispute resolution center.
49. Contractor must acknowledge and attend any dispute resolution service summons received from the City Attorney's office if received.

Dispute Resolution Services:
City Hall
Office of the Los Angeles City Attorney Dispute Resolution Program
200 N Spring Street, 14th Floor
Los Angeles, CA 90012
Office: (213) 978-1880
Fax: (213) 978-1312
Email: mediate@lacity.org

LAHSA GRIEVANCE DUE PROCESS APPEAL

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

50. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health's County-wide grievance line, which will route grievances to the appropriate homeless service funder.
51. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health's County-wide grievance line using the information below:

Department of Public Health County-Wide Grievance Contact Information
Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov

52. LAHSA's appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy, and also determine the compliance with LAHSA's grievance and termination contract requirements.
53. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
54. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.
55. **Reporting Alleged Fraud:** LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for participants to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
56. Contractors must include this information within their Grievance Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process 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. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

Los Angeles County Fraud Hotline
500 W. Temple Street, Suite 515
Los Angeles, CA 90012
Phone: (800) 544-6861
Email: fraud@auditor.lacounty.gov
Web: www.fraud.lacounty.gov

TERMINATION POLICIES AND PROCEDURES

57. Contractor may terminate a participant pursuant to its termination policies and procedures. Contractor termination policies and procedures must not conflict with any parameters set forth in the Program Standards or Scope of Required Services.
58. Reasons for terminations:
 - o Possession of weapons

- Sexual misconduct/assault
 - Behaviors that are a danger to others
 - Verbally/physically threatening behaviors
 - Physical violence to staff and/or other participants
 - Direct observation of participant engaging in illegal activity on contractors' site
59. Contractors are not required to initiate terminations for behavioral concerns if behavior mitigation plans can be identified and endorsed by both participant and contractor. All mitigation plans must be documented and tracked.
60. Terminations for other reasons not stated above must be approved by LAHSA's Quality Standards Unit within the Performance Management Division by either contacting LAHSA's grievance email: grievances@lahsa.org, or by contacting the Grievance Hotline: 213-225-8442.
61. Contractor must have a procedure of how a program participant will be provided a written termination notice, when termination from a program occurs. The termination notice is a requirement and must contain a clear statement of the reason(s) for the termination based on investigated facts.
62. Termination of a program participant does not bar the Contractor from providing further assistance at a later date, to the same individual or family previously terminated from the program.
63. Contractors must have a policy for reinstating previously terminated participants and must be presented with a written reinstatement notice upon participant reinstatement.
64. Upon termination of a participant, contractors must refer the participant to another shelter service, and cannot terminate a participant without an exit plan. Unanticipated events may cause limitations to this requirement such as situations that necessitate first responders, police or fire department in which it would not be possible to provide a termination letter at that time or coordinate a post exit plan. Contractor must still create a termination letter that satisfies LAHSA requirements for documentation purposes, place documentation in HMIS and make available to participants upon their request.

LAHSA TERMINATION DUE PROCESS APPEAL

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

65. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health's County-wide grievance line, which will route grievances to the appropriate homeless service funder.
66. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health's County-wide grievance line using the information below:

Department of Public Health County-Wide Grievance Contact Information
 Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov

67. LAHSA's appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy and determine the compliance with LAHSA's grievance and termination contract requirements.

68. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
69. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.
70. **Reporting Alleged Fraud:** LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.
71. Contractors must include this information within their Termination Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process 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. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor's facility. Public displays must incorporate the Los Angeles County Auditors Department's contact information as the following:

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 Los Angeles, CA 90012
 Phone: (800) 544-6861
 Email: fraud@auditor.lacounty.gov
 Web: www.fraud.lacounty.gov

FAIR HOUSING REQUIREMENTS

72. **Quid Pro Quo** Contractors must ensure program and its Policies and Procedures are aligned with HUD's Final Rules: Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act - <https://www.federalregister.gov/documents/2016/09/14/2016-21868/quid-pro-quo-and-hostileenvironment-harassment-and-liability-for-discriminatory-housing-practices>
 73. **VAWA** Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs- <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-womenreauthorization-act-of-2013-implementation-in-hud-housing-programs>
 74. **Equal Access and Gender Identity** Contractors must ensure their program and its Policies and Procedures are aligned with the Los Angeles Continuum of Care policy on equal access and gender identity, in relation to the following six service areas: Access to sex-segregated services and facilities; Access to family programs and facilities; Access to bathrooms; Ensuring safety and privacy; Use of names and personal gender pronouns; HMIS data collection and intake forms. Please visit the following link for additional guidance beyond the policies. <https://www.lahsa.org/documents?id=1770-equal-access-and-gender-identity-policy.pdf>
- 70.1 Contractor must ensure all persons who are eligible to receive services are served within a facility that serves the gender with which that person identifies. 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 participants by sex (e.g. emergency shelters, projects funded by the Violence Against Women Act) must serve all participants 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, or birth certificate). In addition, providers may not deny services to participants because their appearance or behavior does not conform to assumed gender stereotypes.

- 70.2 Contractors must ensure all families who are eligible to receive services have the right to receive services regardless of the gender identities within the family. In legally permitted gender segregated facilities, providers are required to serve all family members in accordance with their gender identity.
 - 70.3 Contractors must ensure all persons receiving services 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 participants.
 - 70.4 Contractors must ensure all persons receiving services have the right to safety and privacy. When privacy or safety concerns are raised by participants, 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 participant to accommodate facilities, programs, and/or the concerns of other residents or participants with respect to the participant's gender identity and/or gender expression. Moreover, another participant's discomfort is not a reason to deny equal access or equal treatment to a transgender or gender nonconforming participant.
 - 70.5 Contractors must ensure 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.
 - 70.6 Contractors must ensure all persons receiving services 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.
71. Contractors must comply with guidance LAHSA provides in regard to Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAA) standards.

SERVICE ANIMALS

72. **Service Animals:** Contractors are responsible for operating their programs in accordance with the LAHSA Service Animal Accommodation Policy. Please refer to the complete details of the LAHSA Service Animal Accommodation Policy Chapter 2 Section 3. What follows is a summary of that Policy:
- 72.1 Service animals play an important role in ensuring the independence of persons with disabilities and it is therefore LAHSA's policy to welcome any animal trained to assist a person with a disability.
 - 72.2 Unless specifically noted otherwise, for purposes of this policy statement, the term "service animal" shall also include emotional support animals that help individuals with psychiatric disabilities to manage or alleviate the symptoms of those disabilities by providing therapeutic nurture, comfort and support.
 - 72.3 If necessary, Agencies must make "reasonable accommodations" or reasonable modifications to their program to allow individuals with service animals to participate. If the participant requests a specific accommodation due to their service animal, Contractor may inquire about the reason the participant needs that accommodation.

- 72.4 The service animal must be permitted to accompany their handler to all areas of the Residential Housing programs (e.g., Crisis/Bridge Housing, transitional, PSH, etc.) including the dining room and restroom. A service animal may not be segregated from his/her handler.
- 72.5 The supervision of the service animal is the responsibility of the participant. The animal must always be under the participant's control. Injuries to or caused by the service animal must be reported to the Agency's Executive Director or Senior Management on duty.
- 72.6 Service animals may be removed from a shelter location for reasons of health, safety or disruption of program. For example, the service animal is out of control and the animal's handler does not take effective action to control it; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications. Infractions should be handled on a case by case basis.
- 72.7 All decisions to refuse the accommodation of a service animal require consultation with the Agency's Executive Director, or if he/she is unavailable, the senior manager on duty. The Agency shall document the rationale for the failure to provide accommodation and maintain a copy of such documentation in its ADA compliance files.
- 73. Contractor must have a language access policy that will ensure that verbal and written materials can be provided for participants, if needed, in the nine (9) threshold languages (English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese).
- 74. Contractor must provide LAHSA with the language access Policy. Contractor's language access policy must include process/methodology to determine fluency of threshold languages.
 - 74.1 When a participants' primary language is other than English or the individual is hearing-impaired, information must be provided either through written materials in the appropriate language or through use of an interpreter in the language the individual understands.
 - 74.2 Contractors may utilize an interpreter provided by the individual (e.g. a relative or friend), if the individual requests the use of a family member or friend. The use of minors as interpreters is strongly discouraged, except in emergency situations or at the individual's request.
 - 74.3 Contractors must ensure that verbal instructions and written materials are in the languages of applicants receiving homeless benefits and services. Contractors must ensure these materials are accurately translated. Contractors, if requested, must provide LAHSA with the methodology use for translation.
 - 74.4 Contractors must ensure that all participants have access to programmatic forms that have been translated into Spanish and at minimum have one program staff that is fluent in speaking Spanish.
- 75. Contractors agree to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
- 76. Contractors must not discriminate against participants, in regard to the provision of ongoing services or enrollment in any services provided by the CES based upon the race, ethnicity, religion, national origin, disability, gender, gender identity, age, sexual orientation or familial status of the applicant.
 - 76.1 Contractors and their subcontractors must provide participants with their non-discrimination policy at program intake.

77. Contractors must display all posters and materials, as directed by LAHSA, in a manner that is accessible to the public.
78. Contractors must operate the program's project site in a clean, safe, and well-maintained program site. Refer to **LAHSA Facility Standards** for more detailed information regarding required maintenance, cleanliness, and safety of program sites.
 - 78.1 All sites providing services to participants must be inspected and receive all applicable permits from the Los Angeles County Department of Public Health (DPH). Any concerns, findings or corrective actions from DPH must be promptly addressed and corrected.
 - 78.2 Sites are subject to review at any time by LAHSA or any County Department in partnership with LAHSA. Any concerns or findings around site cleanliness or safety from either LAHSA or LA County Department(s) must be corrected within the time frame prescribed.
79. LAHSA funded programs must be provided free of charge to all participants, unless directed by LAHSA or approved in writing from a manager within the Performance Management division in LAHSA.
80. LAHSA administered programs may not require participant savings plans, with the exception of Independent Living Programs funded by the Department of Children and Family Services.
81. Contractor must meet with LAHSA to discuss programmatic issues, fiscal/budgetary issues, data integrity/data quality issues, general procedural issues, and/or other general concerns as needed. Either LAHSA or the Contractor may request such a meeting.
82. Contractor must ensure that the Program Director, Senior Program Manager, or CES Coordinator in charge of CES operations attends and participates in regular mandatory system and service coordination meetings to be held at LAHSA or at various locations throughout the County.

FINANCIAL MANAGEMENT

83. LAHSA allocates funding and other resources to each Contractor based upon identified need in the community. Funds and resources are not for the proprietary use of the Contractor nor collaborative community partners contracted to coordinate these resources in the region. LAHSA will, at its discretion, reallocate funds and resources based on several factors which include but are not limited to a change in a region's need and agency performance. Annual awards of funding may be subject to adjustment based upon the Greater Los Angeles annual Point-In-Time count.
84. Contractors must track all benefits and services provided to participants by funding source in the agency's general ledger. On a monthly basis, all expenditures must be reconciled with HMIS, and supporting documentation to ensure accuracy.
85. Contractors must submit accurate and timely monthly invoices along with any requested supporting documentation.
86. If LAHSA determines that costs are not adequately supported, contractors are responsible for reimbursing LAHSA for all associated costs
87. Contractors must procure all applicable licenses or permits necessary to meet the code regulations required to operate the Program funded under this Agreement.

88. Contractors must have Manager or Supervisorial staff approval for all financial payments on behalf of program participants (e.g. financial assistance, rent assistance). At no point should a financial payment be decided on the sole discretion of one person, there must be at least two contractor personnel approving the financial payment (e.g. housing navigator and/or Manager or Supervisorial staff).
89. Contractors administering financial assistance on participants' behalf must ensure that no financial assistance is issued directly to participants. Contractors must track, coordinate, and issue direct financial assistance available through the CES.

ACTIVE CONTRACT MANAGEMENT

90. The Contractor shall comply with data collection, analysis, and reporting activities as defined by LAHSA. LAHSA will outline a data reporting schedule which will establish the necessary data fields and timelines for input into HMIS. If data is needed on an ad hoc basis, the agency must provide the data within the designated timeframe that is established by LAHSA, which will typically be a five (5) business day turnaround, unless explicitly indicated by upper management. If an agency is consistently (more than 3 times) delinquent in their data collection and reporting requirements, this can move an agency to remedial action.
91. The Contractor agrees to attend and actively participate in regular meetings as outlined by LAHSA, to review performance and collaborate on improving program quality and outcomes. These meetings may occur individually or as a group of contractors by component.
92. Contractor participation at performance management division meetings is mandatory for program, quality assurance, contract, and fiscal management staff, or as otherwise indicated by LAHSA. LAHSA intends to utilize contract performance data, collaborative meetings, and proactive troubleshooting with providers to guide program development, evaluate effectiveness, revise policies and procedures, and inform active contract and renewal decisions.

CAPACITY BUILDING TECHNICAL ASSISTANCE & TRAINING

93. To track and analyze results of technical assistance, LAHSA has contracted with The Core Capacity Group (TCC Group) to obtain access codes to the Core Capacity Assessment Tool (CCAT). The agreement provides 300 CCAT access codes to be administered and analyzed between May 2018 – June 2020. On an annual basis, TCC group will aggregate the CCAT data of participating organizations to provide a snapshot of strengths and challenges to LAHSA to inform the delivery of capacity building services to partners and track the results of capacity building initiatives over time.
94. Providers will be identified and referred to an access code to self-administer the CCAT in the following ways:
 - 94.1 Providers that apply for RFSQ certification will receive a CCAT access code to obtain a baseline assessment of their organization's capacity.
 - 94.2 Providers that apply for the Organizational Capacity Building Technical Assistance Application (RFP) are required through the statement of work to self-administer the CCAT within 0-120 days to provide a baseline assessment of their organization's capacity.
 - 94.3 Providers that are currently a LAHSA subrecipient and are administering LAHSA funds will receive a CCAT access code.

SUBCONTRACTORS

95. Contractors must receive written approval from LAHSA to enter into a subcontract agreement with another provider. Procurement of subcontractor must abide by LAHSA procurement standards as set forth in the Contract.
 - 95.1 LAHSA must approve all subcontractors prior to the contractors finalizing entry into a subcontract agreement. LAHSA subrecipients must reference contract body for subcontractor approval processes.
 - 95.2 Contractors must notify their LAHSA Contract Specialist and submit a completed Subcontractor Proposal and Subcontractor Profile for any proposed sub. The subcontractor profile will include the following: description of the agency and general information about the organization; description of services to be provided by the proposed subcontractor; description of the providers past experience with providing similar services; experience that the agency has with contracting with LAHSA, if applicable. LAHSA must approve all subcontractors prior to the contractors entering into the subcontract agreement.
 - 95.3 Contact information for all subcontractors must be provided to LAHSA's Fiscal, HMIS Department and Performance Management division. Changes in contact information of subcontractors must be communicated to LAHSA within ten (10) days of the change.
96. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
97. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance. LAHSA's approval of a proposed subcontractor does not relieve Contractor of any requirements under this agreement.
98. Contractors must ensure that all applicable terms and conditions of this Agreement are provided to any approved subcontractor in the form of a written Subcontractor Agreement, which will be made available to LAHSA as requested.
99. Contractor must ensure that all subcontractors participate in all LAHSA-led trainings and receive LAHSA-issued guidance.
100. Contractor must have a subcontractor monitoring policy in place. Subcontractor monitoring policy and procedures must detail: risk assessment methodology, monitoring strategy, frequency and scope of monitoring, monitoring reports, deficiency follow-up, and technical assistance. Subcontractor monitoring policy and procedures must be made available to LAHSA upon request.
101. All subcontractor monitoring documentation, including but not limited to, risk assessments, annual monitoring plan, workpapers, monitoring reports, subcontractor responses, and contractor follow-up must be made available to LAHSA upon request.
102. Contractor must provide a copy of an MOU and program budget for all subcontractors, if requested by LAHSA staff.

PERSONNEL

103. Contractors must employ qualified staff as specified in the LAHSA-approved program budget.

104. Contractors must assign a sufficient number of staff with background experience and expertise to provide the services required in the relevant Scope of Required Services.
 - 104.1 If requested, Contractors must provide LAHSA with staff rosters, job descriptions, and/or resumes of budgeted staff to ensure appropriate staffing levels are met and that budgeted staff possess the requisite skills needed to successfully operate the program.
105. Contractors must provide at least one Bilingual, Spanish speaking staff to meet the needs of participants receiving services. Contractor must have an established plan and procedure to provide Spanish translation services in the event Spanish speaking staff is unavailable.
106. Contractors must provide or coordinate access to training programs for all new employees and continuing in-service training for all employees who interact with participants in the context of their daily work, and any specific funder required trainings.
107. All staff should receive training in: (1.) Motivational-Interviewing, (2.) Progressive Participant Engagement, (3.) Problem-Solving, and (4.) Trauma-Informed Care.
 - 107.1 Contractors must ensure staff participation in LAHSA mandated trainings, including all sub-contractor staff.
 - 107.2 Contractor must ensure staff participation in all LAHSA-organized trainings offered through the Centralized Training Academy.
 - 107.3 Contractor must show proof that staff have adequately satisfied these requirements.
108. Contractors' staff are considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
 - 108.1 Contractors must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.
109. Contractors must ensure that key management staff are present. When there is a vacancy, interim replacement is made within ten (10) calendar days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor must notify LAHSA Performance Management Analyst and Contract Specialist in writing of any change in key management staff within ten (10) calendar days of the vacancy.
110. Contractors must ensure that service delivery is not interrupted during periods of personnel change.
111. Contractors must also ensure that staff salaries align with the County of Los Angeles' living wage ordinance.

HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

112. In order to provide well-coordinated support for households and manage the limited resources available in the County, contractors must utilize the Homeless Management Information System (HMIS) to track participants served and the benefits provided, unless otherwise exempted, through written permission, for reasons of participant safety and confidentiality.
 - 112.1 If the program is exempted from participation in the LA HMIS contractors shall use an equivalent system to record, track and maintain all required data under the U.S. Department of Housing and Urban Development (HUD) Universal Data Standards including, but not limited to; demographic information,

dates of participation in the program, benefits and services provided, outcomes achieved and placement destinations upon exit from the program.

- 112.2 Contractors shall report all required participant data to LAHSA in the manner prescribed for manual reporting by the due dates contained in this agreement.
- 113. Contractors shall ensure that all participants served sign the Consent to Share Protected Personal Information form granting other providers access to their information.
- 114. Contractors shall encourage utilization of HMIS as well as best practices for data entry, as follows:
 - 114.1 Create the participant's record in HMIS within two (2) business days of the participant's initial screening for benefits. For Crisis and Bridge Housing programs this must be done on the same day of participant's enrollment.
 - 114.2 Update the participant's standardized assessment in HMIS within three (3) business days of completion.
 - 114.3 Update the participant's housing status within three (3) business days of any status change.
 - 114.4 Update information on services provided to the participant within three (3) business days.
 - 114.5 Update information on financial assistance benefits provided to the participant within three (3) business days.
- 115. Contractors must utilize the HMIS or any other platform LAHSA identifies, to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing Programs.
 - 115.1 Contractors must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.
- 116. Contractors must comply with all reporting required by system funders, which may include a report of households served, the benefits and services provided to households, complaints, or other data.
- 117. Contractors must regularly monitor data integrity and make data quality corrections as needed. Contractors are responsible for maintaining a data integrity of 95%.
- 118. In addition to the provisions listed in this document, contractor must reference HMIS Policies and Procedures to ensure full compliance. LA CoC HMIS Policies and Procedures may be referenced here:
<https://www.lahsa.org/documents?id=1128-la-hmis-policies-and-procedures.pdf>

PROGRAM REPORTS

- 119. Contractors must submit certification, as defined by LAHSA, for program performance reports as indicated in the table below. Please see Program Reports document within the Statement of Work for more detailed schedule of reporting requirements, as specific reporting requirements may differ based on funding source.

Quarter	Reporting Period	Submit Report Certification to LAHSA
First	July 1-September 30	October 12
Second	October 1-December 31	January 12
Third	January 1-March 31	April 12
Fourth	April 1- June 30	July 12

120. Each quarter of the program year, Contractors will be responsible to certify to the validity of a Contract Performance Report (CPR) generated through HMIS for the project. The CPR contains information relating to demographics and performance with participant detail. The report also looks at occupancy and data integrity.
 - 120.1 LAHSA staff will email a copy of the CPR and certification to the Contractor following the close of each quarter and the Contractors' must return the signed Certification to LAHSA within three (3) days of receipt of the CPR.
 - 120.2 The certified reports returned to LAHSA will be used for monitoring performance and may be used for monitoring purposes, therefore data integrity is vital in properly assessing the performance of each program.
121. Contractors must be reviewing HMIS data on a monthly basis by generating and reviewing reports available on the HMIS. If Contractor finds issues with the HMIS reports, Contractor must email: hmissupport@lahsa.org.

CUSTOMER SERVICE

122. Contractors must implement an active Customer Service Program in order to secure feedback from participants regarding their experiences with the program. Customer Services Program is applicable to any and all the contractor's programs either operated directly or by subcontracting.
123. Contractors must have policies and procedures to ensure feedback from participants in the Customer Services Program are anonymous, confidential and optional. Policies and procedures must include a component identifying the anonymous collection of these surveys and must utilize a centralized and confidential system of storing all participant satisfaction surveys. Surveys must be made readily available to LAHSA for review upon request.
124. Participant Satisfaction Surveys must be administered at least twice yearly. Programs that operate less than 6 months must administer Participant Satisfaction Surveys at a minimum of once during the program period. Policies and procedures must include a training component for staff and subcontractors that comply with LAHSA requirements.
125. LAHSA and/or other County Departments reserve the right to monitor for the quality of the Contractors' Customer Service. Monitoring may include randomly selecting participants for telephone and/or site surveys. LAHSA and/or the County or City, at its sole discretion, may change the means of measuring this standard via a Change Notice.
126. Contractors operating housing and/or services for homeless persons out of leased facilities must have in place Landlord Standards of Care policies and procedures. Policies and Procedures for Landlord Standards of Care must be aligned with Standards of Care adopted by LAHSA, in conjunction with County Departments (including Department of Health Services and Department of Mental Health). Guidance to contractors regarding implementation of these policies and procedures will be forthcoming upon adoption of Landlord Standards of Care by LAHSA and partnering Los Angeles County Departments.

MATERIALS, EQUIPMENT AND INVENTORY

127. Contractors must provide all equipment necessary to perform all services required by this contract.
 - 127.1 Contractors must provide sufficient telephone lines at its site(s).
 - 127.2 Contractors are responsible for installation, repair, and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.

128. The purchase of all materials/equipment to provide needed services is the responsibility of the contractors.

COMPUTER EQUIPMENT SUPPLIES AND SECURITY

129. Contractors must provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.
130. Contractors must report to LAHSA Contract Specialist, the loss, vandalism, or theft of computer supplies and equipment within twenty-four (24) hours after discovery. For stolen equipment, Contractors must contact the local law enforcement agency and submit a copy of the police report to LAHSA within twenty-four (24) hours of receipt of the police report, excluding weekends and holidays.