

EMERGENCY SOLUTIONS SUBCONTRACT

**36196**

THIS EMERGENCY SOLUTIONS SUBCONTRACT (this "Subcontract") is made and entered, in duplicate, as of January 3, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 9, 2021, by and between INTERVAL HOUSE, a California nonprofit corporation ("Organization"), with offices located at 6615 E. Pacific Coast Highway, #710, Long Beach, California 90803, and the CITY OF LONG BEACH, a municipal corporation (the "City").

WHEREAS, the City has received a grant from the U.S. Department of Housing and Urban Development ("HUD") for a program to provide emergency housing, rapid re-housing, and street outreach assistance for homeless individuals and families and homelessness prevention assistance for individuals and families at risk of homelessness; and

WHEREAS, as part of the 2021 Emergency Solutions Grants Agreement ("Grant Agreement") the City is required to enter into subcontracts with organizations that provide emergency housing, rapid re-housing, homelessness prevention assistance, and street outreach to eligible residents of the City who are homeless or at risk of homelessness, and the City has selected Organization as a sub-recipient of grant funds; and

WHEREAS, Organization provides emergency housing, rapid re-housing, street outreach, or homelessness prevention assistance to eligible residents of the City; and

WHEREAS, City wishes to support these services by providing Emergency Solutions Grants Program funds; and

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

1 WHEREAS, Organization agrees to perform these services and provide to  
2 the City the information and supporting documentation required in this Subcontract;

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

5 Section 1. The above recitals are true and correct and are incorporated in  
6 the Subcontract.

7 Section 2.

8 A. Organization shall provide emergency shelter in conjunction  
9 with essential services to homeless residents of the City, rapid re-housing  
10 assistance to homeless residents of the City, street outreach services to homeless  
11 residents of the City, or homelessness prevention assistance to residents of the City  
12 who are at risk of homelessness based on Intake and Assessment, in accordance  
13 with all of the following, which are incorporated herein by this reference:

14 1. 24 CFR Ch. V (4-1-17 Edition) Part 576 Homeless  
15 Emergency Assistance and Rapid Transition to Housing: Emergency  
16 Solutions Grants Program; and

17 2. CFR Title 2, Subpart A, Part 200 - Uniform  
18 Administrative Requirements, Cost Principles, and Audit Requirements for  
19 Federal Awards, 1-1-17 Edition, also known as the OMB Super Circular  
20 (which supersedes requirements from OMB Circular A-110, A-122 and A-  
21 133); and

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

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

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

4 B. Organization shall be responsible for adherence to all policies,  
5 procedures, rules and regulations established by HUD and sources including but  
6 not limited to the OMB Circulars, United States Codes, Long Beach Continuum of  
7 Care Grants Guidelines and written standards, this Subcontract and Attachments A  
8 through F, the City of Long Beach Consolidated Plan, the City's contract with HUD  
9 for the funds dispersed under this Subcontract, the Request for Proposal ("RFP"),  
10 Organization's proposal in response to the RFP (incorporated herein by this  
11 reference) and all Information Bulletins issued by the City's Department of Health  
12 and Human Services, Homeless Services Bureau.

13 Section 3. The term of this Subcontract shall be the Operational Year  
14 beginning on October 1, 2021 and ending on September 30, 2022, including an additional  
15 3-month post operational period, unless sooner terminated as provided herein.

16 Section 4.

17 A. Organization shall affirmatively and aggressively use its best  
18 efforts to seek and obtain all possible outside funding, in-kind and/or cash match at  
19 a dollar for dollar rate of funds received from the City under this Subcontract as  
20 required by 24 CFR 576.201, and mainstream resources. Further, Organization  
21 shall maintain cash reserves equivalent to three (3) months of funding necessary to  
22 provide services under this Subcontract.

23 B. Total disbursements made to Organization under this  
24 Subcontract by the City shall not exceed One Hundred Seventy-Four Thousand  
25 Sixty-Seven Dollars (\$174,067) over the term of this Subcontract. Upon execution  
26 of this Subcontract, the City shall disburse the funds payable hereunder in due  
27 course of payments following receipt from Organization of billing statements in a  
28 form approved by the City showing expenditures and costs identified in Attachment

1 "B".

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

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

25 E. Within thirty (30) days of the date of this Subcontract first stated  
26 herein, Organization shall submit to the City invoices, cancelled checks and other  
27 documentation supporting the charges incurred and required matching funds for all  
28 expenses incurred within the applicable operational year of this Subcontract and

1 related to this grant of funds.

2 F. No later than thirty (30) days after the completion of each  
3 twelve-month period ("Operational Year") during the term of this Subcontract,  
4 Organization shall submit to the City a final invoice, CAPER and APR certified by  
5 one of Organization's officers or by its Executive Director.

6 G. If the City is unable to draw down funds from HUD for  
7 reimbursement to Organization due to failure of Organization to submit required final  
8 invoice, certified CAPER and APR, or fiscal and programmatic documents within  
9 thirty (30) days after the end of the Operational Year, the City cannot guarantee  
10 payment to Organization. The City will not be obligated to pay Organization for  
11 costs incurred unless HUD releases funds to the City. For this reason, failure of  
12 Organization to submit the final invoice and final reports within thirty (30) days after  
13 the end of the Operational Year may result in loss of reimbursement of funds.

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

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

22 J. The City has the option to unilaterally amend this Subcontract  
23 to reflect any increase or reduction of funds.

24 Section 5.

25 A. Organization's records relating to the performance of this  
26 Subcontract shall be kept in accordance with generally accepted accounting  
27 principles and in the manner prescribed by the City. Organization's records shall be  
28 current and complete. The City and HUD, and their respective representatives, shall

1 have the right to examine, copy, inspect, extract from, and audit financial and other  
2 records related, directly or indirectly, to this Subcontract during Organization's  
3 normal business hours to include announced and unannounced site visits during the  
4 term of the Subcontract and thereafter. If examination of these financial and other  
5 records by the City and/or HUD reveals that Organization has not used these grant  
6 funds for the purposes and on the conditions stated in this Subcontract, then  
7 Organization covenants, agrees to and shall immediately repay all or that portion of  
8 the grant funds which were improperly used. If Organization is unable to repay all  
9 or that portion of the grant funds, then the City will terminate all activities of  
10 Organization under this Subcontract and pursue appropriate legal action to collect  
11 the funds. Alternatively, to the extent the City has been refusing payment of any  
12 invoices, the City may continue to withhold such funds equal to the amount of  
13 improperly used grant funds, regardless of whether the funds being withheld by the  
14 City were improperly used.

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

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

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

9                   Section 6.

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

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

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

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

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

1 F. Organization will provide information, such as data and reports,  
2 as required by HUD.

3 Section 7.

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

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

19 Section 8.

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

28 B. Organization acknowledges and agrees that (a) the City will not



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

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

12 Section 10.

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

24 B. In addition to Organization's duty to indemnify, Organization  
25 shall have a separate and wholly independent duty to defend Indemnified Parties at  
26 Organization's expense by legal counsel approved by City, from and against all  
27 Claims, and shall continue this defense until the Claims are resolved, whether by  
28 settlement, judgment or otherwise. No finding or judgment of negligence, fault,

1 breach, or the like on the part of Organization shall be required for the duty to defend  
2 to arise. City shall notify Organization of any Claim, shall tender the defense of the  
3 Claim to Organization, and shall assist Organization, as may be reasonably  
4 requested, in the defense.

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

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

12 Section 11. As a condition precedent to the effective of this Subcontract,  
13 Organization shall procure and maintain at Organization's sole expense for the duration  
14 of the Subcontract and any extensions thereof from an insurance company that is  
15 admitted to write insurance in the State or equivalent to a minimum of A:VIII by A.M. Best  
16 Company:

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

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

28 C. BLANKET HONESTY BOND or CRIME INSURANCE in an amount

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

5 D. COMMERCIAL GENERAL LIABILITY INSURANCE

6 equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount  
7 not less than one million dollars (\$1,000,000) per occurrence and two million  
8 dollars (\$2,000,000) in aggregate. Such insurance shall not exclude or limit  
9 coverage for broad form contractual liability, cross liability protection, independent  
10 contractors' liability, or products and completed operations liability, and, if minors  
11 or other vulnerable parties (e.g., disabled persons or seniors) are served as part of  
12 the scope, shall not exclude coverage for abuse and molestation. The City of Long  
13 Beach, and its Boards, commissions, officials, agents, and employees shall be  
14 added as additional insureds by an endorsement equivalent in coverage scope to  
15 an ISO CG 20 26 11 85. This additional insured coverage shall contain no  
16 limitations on the scope of protection afforded to the City, its Boards, commissions,  
17 officials, employees, and agents. Professional liability must be deleted from the  
18 additional insured endorsement whenever the Organization has a combined  
19 general-professional liability policy.

20 E. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE equivalent in  
21 coverage scope to ISO form CA 00 01 06 92 in an amount not less than One  
22 Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as  
23 applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an  
24 amount not less than Five Million Dollars (US \$5,000,000) combined single limit  
25 (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15  
26 passengers, and in an amount not less than Ten Million Dollars (US \$10,000,000)  
27 combined single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 16  
28 passengers or more. If Organization owns no autos, Organization may provide

1 evidence of non-owned and fired auto insurance. This may be provided as an  
2 addition to the General Liability policy.

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

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

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

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

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

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

15 Section 12.

16 A. Organization certifies that, if grant funds are used for  
17 renovation or conversion of the building for which the grant funds will be used, then  
18 the building must be maintained as a shelter for homeless individuals for not less  
19 than three (3) years or, if the grant funds will be used for major renovation or  
20 conversion of the building, for not less than ten (10) years, according to a written  
21 determination delivered to Organization by the City, and such determination shall  
22 state when the applicable period of time shall commence and terminate.

23 B. Organization certifies that the building for which the grant funds  
24 will be used for essential services, maintenance, operations and/or homeless  
25 prevention services shall be maintained as a shelter or provider of programs for  
26 homeless individuals during the term of this Subcontract.

27 C. Organization shall comply with all requirements of the City's  
28 Municipal Code relating to building code standards in undertaking any activities or

1 renovations using grant funds.

2 D. Organization shall not commence services until the City's  
3 Development Services has completed an environmental review under 24 CFR Part  
4 50, and Organization shall not commence such services until the City informs  
5 Organization of the completion and conditions of said environmental review.

6 E. Organization shall provide reports as required by the City and  
7 HUD and as required in this Subcontract and applicable laws and regulations.

8 F. In addition to, and not in substitution for, other terms of this  
9 Subcontract regarding the provision of services or the payment of operating costs  
10 for emergency shelters, rapid re-housing, street outreach, or homelessness  
11 prevention assistance pursuant to 24 CFR 576, and except as described in Section  
12 12.G. below, Organization shall not:

13 1. Represent that it is, or may be deemed to be, a religious  
14 or denominational institution or organization or an organization operated for  
15 religious purposes that is supervised or controlled by or in connection with a  
16 religious or denominational institution or organization.

17 2. In connection with costs of its services hereunder,  
18 engage in the following conduct:

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

21 (b) discriminate against any person seeking  
22 emergency shelter and related services on the basis of religion and  
23 will not limit such services or give preference to persons on the basis  
24 of religion;

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

1                               3.     In the portion of the facility used as an emergency  
2     shelter assisted in whole or in part under this Subcontract or in which services  
3     are provided that are assisted under this Subcontract, contain sectarian  
4     religious symbols or decorations.

5                               G.     Organizations that are religious or faith-based are eligible, on  
6     the same basis as any other organization, to participate in the Emergency Solutions  
7     Grants Program. However, an organization that participates in a HUD funded  
8     program shall comply with the following provisions if it is deemed to be a religious  
9     or faith-based organization.

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

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

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

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

26                              A religious or faith-based organization retains its authority over  
27     its internal governance, and it may retain religious terms in its organization's  
28     name, select its board members on a religious basis, and include religious

1 references in its organization's mission statements and other governing  
2 documents.

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

6 4. HUD funds may not be used for the acquisition,  
7 construction or rehabilitation of structures to the extent that those structures  
8 are used for inherently religious activities.

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

21 H. Organization shall provide individuals and/or families who are  
22 homeless or at risk of homelessness with assistance in obtaining:

23 1. Appropriate supportive services, including transitional  
24 housing, permanent housing, physical health treatment, mental health  
25 treatment, counseling, supervision and other services essential for achieving  
26 independent living; and

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



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

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

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

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

Section 14. Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversion and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 15. The City shall facilitate the submission of all reports required by HUD based on information submitted by Organization to the City. The City shall act as the primary contact for Organization to HUD for services provided under this Subcontract. The

1 City shall facilitate directly to HUD the submission of any information related to all financial  
2 and programmatic matters in this Subcontract, including but not limited to reimbursements  
3 of grant funds, requests for changes to Organization's budget, requests for changes to  
4 Organization's application for grant funds and requests for changes to Organization's  
5 Technical Submission.

6 Section 16. All notices required hereunder shall be in writing and personally  
7 delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested,  
8 to the City at 1301 W. 12th Street, Long Beach, California 90813 Attn: Homeless Services  
9 Bureau Manager, and to Organization at the address first stated above. Notice shall be  
10 deemed given on the date personal delivery is made or the date shown on the return  
11 receipt, whichever is earlier. Notice of change of address shall be given in the same  
12 manner as stated for other notices.

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

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

23 Section 19. This Subcontract, including all exhibits and Attachments  
24 hereto, constitutes the entire understanding of the parties and supersedes all other  
25 agreements, oral or written, with respect to the subject matter herein. This Subcontract  
26 shall not be amended, nor any provision or breach hereof waived, except in writing by the  
27 parties that expressly refers to this Subcontract.

28 Section 20. The acceptance of any service or payment of any money by the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 City shall not operate as a waiver of any provision of this Subcontract, or of any right to  
2 damages or indemnity stated herein. The waiver of any breach of this Subcontract shall  
3 not constitute a waiver of any other or subsequent breach of this Subcontract.

4 Section 21. This Subcontract shall be governed by and construed pursuant  
5 to the laws of the State of California without regard to conflicts of law principles.

6 Section 22. In the event of any conflict or ambiguity between this  
7 Subcontract and one or more Attachments, the provisions of this Subcontract shall govern.

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

10  
11  
12 January 11, 2022

INTERVAL HOUSE, a California nonprofit  
corporation

By Carol Williams  
Name Carol Williams  
Title Executive Director

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

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

"Organization"

CITY OF LONG BEACH, a municipal  
corporation

18  
19 2/9, 2022

By Linda J. Jakum

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

"City"

22 This Subcontract is approved as to form on February 7,  
23 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

City shall not operate as a waiver of any provision of this Subcontract, or of any right to damages or indemnity stated herein. The waiver of any breach of this Subcontract shall not constitute a waiver of any other or subsequent breach of this Subcontract.

Section 21. This Subcontract shall be governed by and construed pursuant to the laws of the State of California without regard to conflicts of law principles.

Section 22. In the event of any conflict or ambiguity between this Subcontract and one or more Attachments, the provisions of this Subcontract shall govern.

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

January 11, 2022

INTERVAL HOUSE, a California nonprofit corporation

By Carol Williams  
Name Carol Williams  
Title Executive Director

, 2022

By  
Name  
Title

"Organization"

CITY OF LONG BEACH, a municipal corporation

, 2022

By  
City Manager

"City"

This Subcontract is approved as to form on  
2022.

CHARLES PARKIN, City Attorney

By  
Deputy

# EXHIBIT “A”

**City of Long Beach**  
**2021 Emergency Solutions Grant (ESG) Program**  
**Scope of Work**

**Agency:** Interval House

**Project Name:** Interval House ESG Homelessness Prevention Program

**HUD Grant:** E-21-MC-06-0522

**CLB Contract:** PENDING

**Primary Place of**

**Performance:** 6615 E. Pacific Coast Hwy., Suite 170, Long Beach, CA 90803 (Admin. site)

**Project Description:** The Interval House ESG Homelessness Prevention Program will work collaboratively with the Long Beach Continuum of Care and Coordinated Entry System to assist households in Long Beach who are at-risk of homelessness to quickly achieve stability in permanent housing. The program will provide financial assistance and housing stabilization services to an estimated 24 households in one year (actual number may vary based on need).

**Number of Households and Persons to Be Served at a Point in Time\***

	Homelessness Prevention
Number of <u>households</u> to be served at maximum program capacity*;	6
Number of <u>persons</u> to be served at maximum program capacity*;	12

\*These numbers are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year.

**Unduplicated Number of Households and Persons to Be Served over 12-months**

	Homelessness Prevention
Total unduplicated <u>households</u> to be served over a 12-month period:	24
Total unduplicated <u>persons</u> to be served over a 12-month period:	48

 initial

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

# EXHIBIT “B”



# CITY OF LONG BEACH

## EMERGENCY SOLUTIONS GRANT PROGRAM (ESG) FY 2021

Program Budget for Interval House Project Name: Interval House ESG Homeless Prevention Program

Contract #

BUDGET ITEM	ALLOCATION	BUDGETED SERVICE ACTIVITIES
<b>HOMELESS PREVENTION - Housing Relocation and Stabilization Services (Services Costs)</b>		
1. Program Director - 0.225 FTE	\$ 31,648	Overssees all homeless prevention services including staff, financial assistance, housing partners, community resources, volunteers, and other duties to operate rental assistance programs effectively. Provides direct client services. Salaries plus benefits.
2. Indirect cost (10%)	\$ 3,165	For payment of allowable indirect costs.
<b>TOTAL HRSS (SERVICES COSTS)</b>	<b>\$ 34,813</b>	<b>Total HRSS (Services Costs) for Reimbursement</b>
<b>HOMELESS PREVENTION - Rental Assistance/Rental Arrears</b>		
1. Rental Assistance	\$ 17,190	Rental assistance payments for 24 households to be assisted with Short/Medium-term assistance.
2. Rental Arrears	\$ 122,064	Rental arrears payments for 24 households to be assisted with Short/Medium-term assistance.
<b>TOTAL RENTAL ASSISTANCE (RENTAL ASSISTANCE)</b>	<b>\$ 139,254</b>	<b>Total Rental Assistance/Rental Arrears (Short-term and Medium-term) for Reimbursement</b>
<b>AGENCY MATCH (CASH OR IN-KIND)</b>	<b>\$ 174,067</b>	<b>Subrecipients required match (Cash or In-kind).</b>
<b>TOTAL CITY OF LONG BEACH CONTRACT</b>	<b>\$ 174,067</b>	<b>Homeless Prevention - HRSS + Homeless Prevention - Rental Assistance/Arrears</b>

ESG Program Budget FY21

 initial

# EXHIBIT “C”

### Award & Subaward Identification Information

Subrecipient Name	Interval House
Subrecipient's Unique Entity Identifier	113510176-0000
Subrecipient California Entity Identification Number	C0962895
Federal Award Identification Number (FAIN) / Funder Award Number	E-21-MC-06-0522
Federal / Funder Award Date	August 20, 2021
Subaward Period of Performance Start and End Date	October 1, 2021 – September 30, 2022
Amount of Federal Funds Obligated by this Action	\$174,067.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$174,067.00
Total Amount of the Federal Award committed to the Subrecipient	\$174,067.00
Federal award project description	See Attachment A.
Name of Federal Awarding Agency / Funder	U.S. Department of Housing and Urban Development Office of Community Planning and Development
Name of Pass-Through Entity	City of Long Beach, Department of Health & Human Services
Awarding Official of the Pass-Through Entity	Thomas B. Modica, City Manager C/O Kelly Colopy, Director, Department of Health & Human Services City of Long Beach, Department of Health & Human Services Multi-Service Center 1301 W. 12 <sup>th</sup> Street Long Beach, CA 90813
CFDA Number and Name (Applicable to Federal Awards Only)	14.231 – Emergency Solutions Grant Program
Research & Development Award? (Yes or No)	No
Indirect Cost Rate	Yes

 initial

# EXHIBIT “D”



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

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

### **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered as of January 3, 2022 by and between Interval House, a California Non-profit [corporation, partnership, dba], whose business address is 6615 E. Pacific Coast Highway, #170 Long Beach, CA 90803 (hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as "City" or "Covered Entity").

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

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

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

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

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

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

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

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

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

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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



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

4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

5. OBLIGATIONS OF COVERED ENTITY.

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

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

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

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

7. **TERM AND TERMINATION.**

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

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

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

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

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

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

January 11, 2022

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

Interval House  
\_\_\_\_\_  
(Name of Business Associate)

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

By Lana Williams

Title: Executive Director

By \_\_\_\_\_

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

CITY OF LONG BEACH, a municipal  
corporation

2/9, 2022

By Linda F. Jatum  
City Manager or designee

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

The foregoing Agreement is hereby approved as to form this 7 day of  
February, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

January 11, 2022

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

Interval House  
(Name of Business Associate)

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

By Laura Williams

Title: Executive Director

By \_\_\_\_\_

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

CITY OF LONG BEACH, a municipal  
corporation

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

By \_\_\_\_\_  
City Manager or designee

"City"

The foregoing Agreement is hereby approved as to form this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

# EXHIBIT “E”





# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

## CERTIFICATION REGARDING DEBARMENT

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

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

## CERTIFICATE REGARDING DEBARMENT

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

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

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

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

Agreement Number: E-21-MC-06-0522

Contract Agency: Interval House

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

Caryl Williams  
Signature

1/11/2022  
Date

## EXHIBIT “F”



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

# CERTIFICATE REGARDING LOBBYING

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shall certify and disclose accordingly.

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

Agreement Number: E-21-MC-06-0522

Contract Agency: Interval House

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

Caryl Williams  
Signature

1/11/2022  
Date