

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**2017-2020 CNGFH CITY COC AGREEMENT**

**34958**

**Contractor:** City of Long Beach  
**Agreement Number:** 2017CNGFH171  
**Procurement Title:** Homeless Initiative  
**Project:** Long Beach Continuum of Care  
**Funding Sources:** County Measure H Special Funds  
**Contract Amount:** \$ 839,369.00  
**Term:** July 1, 2017 to June 30, 2020

**CFDA:** None  
**DUNS:** 07-5295832

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Exhibit O	Contractor Employee Jury Service Program and Certification and Applicable Sections of the Los Angeles County Code
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Exhibit U*	LAHSA Grievance Resolution Appeal Form
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Exhibit Z*	Safely Surrendered Baby Law
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Exhibit BB*	Zero Tolerance Policy on Human Trafficking
Exhibit CC	Certification of Compliance with Data Security
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**Exhibits marked with an \* are located at the following Internet hyperlink:**

<https://www.lahsa.org/contracts>

**34958**  
**AGREEMENT**

This 2017 CNGFH Agreement ("Agreement") is made and entered into by and between the Los Angeles Homeless Services Authority ("LAHSA"), a joint powers authority of the City and County of Los Angeles, and City of Long Beach ("Contractor"), a municipality incorporated under the laws of the State of California. LAHSA and Contractor are collectively referred herein as the "Parties".

**R E C I T A L S**

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

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

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

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

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

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

**WHEREAS**, on December 15, 2017, LAHSA's Commission authorized LAHSA's Executive Director to enter into this Agreement, funded by County of Los Angeles ("County") Chief Executive Office ("CEO") Measure H funds in the amount of eight hundred thirty-nine thousand three hundred sixty-nine dollars and no cents (\$839,369) for FY 2017-2018;

**WHEREAS**, Contractor acknowledges that funding is for the term July 1, 2017 to June 30, 2020;

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

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

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

## 1. DEFINITIONS

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

- A. "Agency" means 1) public agencies; 2) private, independent organizations, including, but not limited to, for-profit and nonprofit corporations; and 3) joint ventures or partnerships of any of these entities.
- B. "Agreement" means this Agreement entered into between LAHSA and Contractor which sets forth the terms and conditions for the issuance and performance of the Statement of Work, **Exhibit A**.

### C. "At Risk of Homelessness"

#### 1. An individual or family who:

- i. Has an annual income below 30% percent of median family income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition; and
- iii. Meets one of the following conditions:
  - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; or
  - b. Is living in the home of another because of economic hardship; or
  - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
  - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals; or
  - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room, as defined by the U.S. Census Bureau; or
  - f. Is exiting a publicly funded institution, or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient's approved consolidated plan;

- 2. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

3. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- D. "Budget" means the budget activities set forth in this Agreement as set forth in the Program Budget, **Exhibit B**.
- E. "CHRONICALLY HOMELESS PERSON" means:
1. A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
    - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
    - ii. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
  2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, for fewer than 90 days and met all of the criteria in paragraph 1 of this definition, before entering that facility; or
  3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph 1 or 2 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- F. "City" means the City of Los Angeles, a municipal corporation.
- G. "Client" means an individual experiencing homelessness.
- H. "Continuum of Care" and "Continuum" means the group organized to carry out the responsibilities required under the Continuum of Care Program and is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- I. "Coordinated Entry System (CES)" means a comprehensive community-based system comprised of a network of homeless service providers that is used to assess homeless individuals for other service needs that may contribute to the individual's success of securing adequate housing.
- J. "County" means the County of Los Angeles, a body corporate and politic and political subdivision of the State of California.
- K. "Crisis Housing" means emergency shelter in the homeless coordinated entry system. Crisis Housing means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless.

L. "Developmental Disability"

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

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

M. "Disability"

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

- N. "EEO Certification" means Contractor's assurance that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are treated and will continue being treated equally by Contractor without regard to or because of race, religion, ancestry, national origin, or sex and are in compliance with all anti-discrimination laws of the United States of America and the State of California.
- O. "Emergency Shelter or Housing" means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements.
- P. "HOMELESS" means:
1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
    - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
    - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  2. An individual or family who will imminently lose their primary nighttime residence, provided that:
    - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
    - ii. No subsequent residence has been identified; and
    - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
  3. Unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless under this definition but who:
    - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a) ; and

Must also:

- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

- iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
4. Any individual or family who is fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
    - i. Has no other residence; and
    - ii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- Q. "HUD" means the United States Department of Housing and Urban Development.
- R. "LAHSA" means the Los Angeles Homeless Services Authority a joint powers authority of the City and County of Los Angeles.
- S. "Nonexpendable Property" means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit. Nonexpendable property shall include tangible personal property, including but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property.
- T. "Permanent Housing" – means community-based housing without a designated length of stay and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms with a minimum of one month each, and is terminable only for cause.
- U. "Permanent Supportive Housing" means permanent housing in which supportive services are provided to assist homeless independently
- V. "Program" means the operation of a facility and the provision of shelter and supportive services to homeless persons.
- W. "Program Close Out" means the participant placement process the Contractor must undertake in the event that the Program will not be continued to ensure that participants currently housed in the Program are transitioned to appropriate forms of housing in order to ensure that they do not become homeless as a result of the Program closing.
- X. "Project Costs" or "Program Costs" means any and all costs, fees, or expenses in connection with the operations of the project.
- Y. "Program Participant" means an individual experiencing homelessness.
- Z. "Proposal" means the documents that were submitted by Contractor in response to the RFP for funding. The terms and conditions of the Proposal are incorporated herein.

- AA. "Rapid Re-Housing" means short-term rental assistance and security deposits as well as landlord advocacy, assistance with finding affordable housing and case management assistance to families and/or individuals who are homeless with the goal of moving them into permanent housing.
- BB. "Supportive Services Only" means programs, which provide services to meet the needs of homeless individuals and families in their transition from homelessness to stable housing. Supportive Services Only programs shall only serve clients housed in either emergency shelter or transitional housing.
- CC. "TAY" means Transitional Age Youth , who are persons aged 16-24 that shall benefit from the services provided by Contractor under this Agreement.
- DD. "Transitional Housing" is a type of housing that facilitates the movement of homeless individuals and families to permanent housing. Homeless persons in transitional housing may receive supportive services such as childcare, job training and home furnishings that help them live more independently.

## 2. PARTIES

The parties to this Agreement are:

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

Contractor, a municipality incorporated under the laws of the State of California and known as **City of Long Beach**, having its principal office at **333 W. Ocean Blvd., Long Beach, California 90802**.

## 3. CONDITIONS PRECEDENT

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

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

- I. Certification of No Conflict of Interest, attached hereto and incorporated herein by reference as **Exhibit I**.
- J. Grounds for Rejection, attached hereto and incorporated herein by reference as **Exhibit J**.
- K. Certificate of compliance with Equal Benefits Ordinance, attached hereto and incorporated herein by reference as **Exhibit K**.
- L. Contractor's EEO Certification, attached hereto and incorporated herein by reference as **Exhibit L**.
- M. Contractor Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit M**.
- N. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, attached hereto as and incorporated herein by reference as **Exhibit N**.
- O. Employee Jury Service Program and Certification, attached hereto and incorporated herein by reference as **Exhibit O**.
- P. Certification of Compliance with County's Defaulted Property Tax Reduction Program, attached hereto and incorporated herein by reference as **Exhibit P**.
- Q. Charitable Contributions Certification, attached hereto and incorporated herein by reference as **Exhibit Q**.
- R. HMIS Compliance Certification duly executed by Contractor's Executive Director or equivalent showing Contractor's HMIS representative contact information. This certification is attached hereto and incorporated herein by reference as **Exhibit R**.
- S. Certificate of Insurance containing coverage as specified in **Exhibit S**, attached hereto and incorporated herein by such reference.
- T. Participant Termination and Grievance Policies and Procedures, attached hereto and incorporated herein by reference as **Exhibit T**.

4. CONTRACT ADMINISTRATION

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

5. CONTRACTOR'S WORK

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

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

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

6. TERM

The term of this Agreement shall be from **July 1, 2017 to June 30, 2020**, unless otherwise terminated or extended, in whole or in part, as provided in this Agreement. Said term is subject to the provisions set forth herein. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 36 herein.

This Contract will be funded on an annual basis. Each Fiscal Year's Annual Maximum Contract Amount is contingent upon the County's budget and the receipt of funds from the County to LAHSA. If such approval, funding, or appropriation are not forthcoming, or are otherwise limited, curtailed, decreased, or increased, LAHSA may immediately, with ten (10) business days advance notice, modify the contract amount without penalty.

7. COMPENSATION

A. LAHSA shall pay Contractor a Total Amount not to exceed **eight hundred thirty-nine thousand three hundred sixty-nine** dollars and no cents (**\$839,369.00**) for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA. Such funds shall be allocated from County Measure H Special Funds from the County and shall be expended in accordance with a LAHSA approved Program Budget, **Exhibit B**. Contractor's authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor's right to receive compensation is conditioned upon compliance with LAHSA's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement, as solely determined by LAHSA.

i. The dollar amount of eighty-four thousand thirty-seven dollars and no cents (\$84,037.00) shall only be expended on eligible activities during the period of July 1, 2017 to January 31, 2018.

ii. The dollar amount of seven hundred fifty-five thousand three hundred thirty-two dollars and no cents (\$755,332.00) shall only be expended for eligible activities during the period of February 1, 2018 to June 30, 2018.

B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the County. Further, LAHSA reserves the right to unilaterally change the amount of compensation set forth herein in the event that the County decreases or makes unavailable funding available for this Program, and/or in the event that Contractor's spending pattern, as evidenced by invoices submitted to LAHSA for payment, will result in unexpended funds at the end of the Agreement term.

C. Contractor shall not expend funds provided under this Agreement prior to the commencement date of this Agreement, or subsequent to suspension or its termination. Further, expenditures shall be in direct support of the Program which is the subject of this Agreement. If Contractor is operating another program simultaneously with the Program herein, Contractor shall notify LAHSA in writing of any expenditures for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use for the Program funded herein.

D. LAHSA shall review Contractor's performance on a periodic basis. In the event LAHSA determines that Contractor is not meeting its proposed performance measures, LAHSA may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment. Funds shall not be released until LAHSA has approved the work completed and is satisfied with the documentation included in the invoice.

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

8. INDIRECT COSTS

Payment for indirect costs funded with City General Funds, County General Funds and County Measure H Special Funds shall be released up to 12%, as specified in **Exhibit B**, Project Budget. Indirect cost rates in excess of 12% require prior approval from the Funder.

Payment for indirect costs funded with Federal Funds shall be released in accordance with instructions stated in the Cognizant Agency's approval letter of indirect cost rates on file with LAHSA pursuant to the Single Audit Act and 2 C.F.R., Part 200, or up to 10%, as specified in **Exhibit B**, Project Budget.

9. METHOD OF PAYMENT

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

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

10. SUPPORTING FINANCIAL DOCUMENTATION FOR MONTHLY INVOICES

- A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15<sup>th</sup>) calendar day following the end of the month in which the costs were incurred for expenses funded with County General Funds and County Measure H Special Funds, and the seventh (7<sup>th</sup>) calendar day following the end of the month in which the costs were incurred for expenses funded with other sources of funding. No payment shall be disbursed without all the required supporting documentation. Contractor must submit the following documentation with its monthly invoice:
  - 1. Summary statement of revenue and expenditures for period invoiced;
  - 2. Any supplemental schedules necessary to support or reconcile the general ledger and cost allocations to amount being invoiced.
- B. Contractor shall maintain the following documentation that supports all costs being allocated to LAHSA. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these documents along with its monthly invoice:
  - 1. Records documenting procurement of goods or services;
  - 2. Contracts and invoices for goods and services;
  - 3. Lease or rental agreements;
  - 4. Invoices;
  - 5. Billing Statements;
  - 6. Cancelled checks;
  - 7. Time cards signed by employees and supervisor;
  - 8. Payroll registers;
  - 9. Payroll tax records;
  - 10. Bank statements; and
  - 11. Bank reconciliation.

- C. Contractor shall maintain personnel files that indicate or verify through personnel documentation that management has approved or authorized new hires, raises, transfers, and the allocation of an employee's time to be charged to various funding sources. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these personnel documents along with its monthly invoice.

11. ADVANCE PAYMENTS

- A. In order to facilitate Contractor's cash flow exigencies, as determined by LAHSA, Contractor may request an initial advance up to an equivalent to: three months' (3) expenses funded with County General Funds and County Measure H Special Funds; two months' (2) expenses funded with City General Funds; and 30 days expenses funded with ESG and/or CDBG Funds, as applicable and which may be approved by LAHSA in writing, at LAHSA's sole discretion. Said advance shall be based solely upon Contractor's actual expenditures authorized under this Agreement and in accordance with the Program Budget. Advance payments to Contractor are subject to the following conditions:
1. LAHSA may permit an advance payment based on documented cash flow needs of Contractor and in accordance with LAHSA management policies. Such funds shall be deposited in a bank insured by the Federal Deposit Insurance Corporation.
  2. Contractor's request for advance funds shall be made by submitting a written monthly invoice as required herein and all documentation and information as required by LAHSA. Said request shall be submitted to LAHSA no later than the seventh (7th) calendar day of the preceding month in which the services will be provided.
  3. LAHSA shall recoup the advance provided to Contractor on a monthly basis by disbursing the advance funds requested less the cash on hand maintained by Contractor at the time of invoice submittal.
  4. If LAHSA determines that funds advanced to Contractor are in excess of the amount actually required by Contractor, Contractor shall immediately return said funds to LAHSA.
  5. Contractor's failure to perform in accordance with the terms of this Agreement shall result in Contractor returning all unearned advances to LAHSA.
  6. If any interest is earned on advances under this Agreement, it is to be regarded as Program income, must be identified on the monthly invoice, and must be returned to LAHSA quarterly by separate check made payable to LAHSA.
  7. If this Contract terminates sooner for any reason provided for in this Contract, LAHSA may recoup any advances from Contractor's invoices that were received up to 90 days prior to the termination date. If any additional recouping is necessary after the final invoice is received, Contractor shall pay the balance to LAHSA within ten (10) business days of LAHSA's request.

12. FINAL INVOICE

- A. In the event that Contractor borrows nonexpendable property (such as sleeping cots) from LAHSA, seven percent (7%) of the final invoice, excluding funds allocated to vouchers and case management, will be withheld. This money will be reimbursed to Contractor when Contractor has returned all borrowed nonexpendable property in satisfactory condition.

- B. Final payment shall be conditioned upon the return and inventorying of all nonexpendable properties, including sleeping cots loaned to Contractor by LAHSA. All nonexpendable properties shall be returned in a clean and useable condition. Any replacement of sleeping cots by LAHSA may be deducted from Contractor's final payment. Cots that are rendered unusable due to normal wear and tear shall also be returned to LAHSA.

13. CLOSE-OUT ACTIVITIES

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

14. COST ALLOCATION PLAN

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

15. BUDGET MODIFICATIONS

Contractor shall be allowed to submit one request for a Project Budget modification during the contract term. Additional modification requests may be approved at LAHSA's sole discretion. Any and all modifications requested by Contractor must be submitted to LAHSA at least sixty (60) days prior to the end of the Contract term. Further, LAHSA may, at its discretion, initiate or authorize a budget modification at any time during the term of this Agreement.

16. SOURCE OF FUNDS

The services provided under this Agreement are funded with «Funding\_Source» and shall be used to provide the services detailed in **Exhibit A**, Statement of Work, of this Agreement.

17. CHANGES IN FUNDING ALLOCATION

- A. LAHSA reserves the right to revise this Agreement in order to take into account actions affecting the County source of funding for this Agreement. In the event of County funding reduction for this Agreement, LAHSA may:
1. reduce the Project Budget of this Agreement, as a whole or as to a cost category;

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

18. WITHHELD PAYMENTS

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

19. REVENUE DISCLOSURE REQUIREMENT

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

20. INSPECTIONS

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

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

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

21. TRAINING

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

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

- A. Contractor hereby certifies, by completing the certification contained in **Exhibit R**, that Contractor will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). Contractor shall participate by entering data directly into the Los Angeles CoC's HMIS system administered by LAHSA, and adhere to all the implementation guidelines developed under the Los Angeles CoC's HMIS. "Participation" includes but is not limited to, the input of all programmatic and client data, the generation of all mandated quarterly and annual reports, and the use of any data monitoring tools or aggregate reports.
- B. Contractor must attend mandatory HMIS training classes as part of the implementation process. Contractor must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.
- C. Contractor may not provide any programmatic or client data by electronic data integration or migration from other existing software programs except for the LAHSA approved HMIS programs. Contractor must participate in the Los Angeles CoC HMIS through direct system input and report generation.
- D. For Contractor serving a population of clients in the Emergency Shelter, Transitional Housing, and Permanent Housing programs, Contractor must accurately and completely reflect the Program's bed utilization in HMIS throughout the reporting year. This ensures that data is usable for continuum wide reporting by the Los Angeles CoC's HMIS system to stakeholders and government entities.
- E. LAHSA shall rely upon and use its records from Los Angeles CoC's HMIS, and its on-site verifications as needed, to substantiate Contractor's performance. LAHSA may contact Contractor's staff, participants, subcontractors, or training institutions to verify the documentation supporting performance and compliance with this Agreement.
- F. LAHSA requires that all of Contractor's programmatic reports, including quarterly and annual performance reports, and any pertinent Program information be retrieved solely from Los Angeles CoC's HMIS. As a result, LAHSA shall not accept programmatic data not retrieved from Los Angeles CoC's HMIS.
- G. Los Angeles CoC's HMIS data quality must be monitored on a constant basis. LAHSA will provide support to assist Contractor in ensuring data is accurately input and reported. Contractor will be expected to utilize resources provided and confer with LAHSA support staff on at least a monthly basis.
- H. Failure to comply with any of these HMIS-related provisions shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension or Termination for Cause sections of this Agreement as determined by LAHSA.

- I. Contractors that serve primarily victims of domestic violence are generally exempt from these HMIS-related provisions unless otherwise notified.

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

Contractor agrees to be knowledgeable about the Housing Inventory, Point-In-Time Count and Homeless Count needs of LAHSA and the Continuum's need to comply with HUD requirements. In order to ensure that data is available for continuum-wide reporting, Contractor agrees to promptly respond to any and all data requests by LAHSA. To the extent possible, LAHSA agrees it will utilize information from HMIS. Contractor agrees to ensure HMIS data sets comply with HMIS data needs.

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

24. INVOLUNTARY FAMILY SEPARATION

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

25. PARTICIPANT TERMINATION AND GRIEVANCE POLICIES AND PROCEDURES

A. Participant Termination Policies and Procedures

Contractor must maintain a written set of Termination Policies and Procedures. Contractor must submit a copy of said policies and procedures as required by this agreement. A copy of such policies and procedures is attached hereto as **Exhibit T** and incorporated herein by reference. These policies and procedures must be freely available to all program participants and staff. Copies of the grievance policies and procedures must be clearly marked and made available to the program participants during intake. A summary of the program grievance resolution policies and procedures must be prominently displayed in common area (s) in the facility.

B. Termination Policies and Procedures

If a Program participant violates Program requirements, Contractor may terminate that participant pursuant to its Termination Policies and Procedures. Contractor must exercise judgment and examine all extenuating circumstances in determining when violations of a Program participant warrant termination, so that a Program participant's assistance is terminated only in the most severe cases. Contractor's termination policy and procedures must include, at a minimum, the following:

1. Contractor must provide a Program participant with a written Termination Notice, when terminating that participant from the Program. The Termination Notice must contain a clear statement of the reason(s) for the termination.
2. Contractor must have a procedure through which the Program participant may request a review of the termination. The review must give the Program participant the opportunity to present written and/or oral objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision.
3. After the review, Contractor must provide the Program participant with a prompt written Final Decision. In no event shall the written Final Decision take longer than 5 calendar days. The Final Decision should contain a clear statement of the outcome of the review.

4. 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.
5. Contractor must provide the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance.

C. Grievance Policies and Procedures

Contractor must maintain a written set of policies and procedures for the resolution or disposition of all grievances made by a Contractor staff member against Contractor or by Program participants against Contractor or a Contractor's staff member. A copy of such policies and procedures is attached hereto as **Exhibit T** and incorporated herein by such reference. These policies and procedures must be clearly marked and made available to Contractor's staff and all Program participants. A copy of Contractor's Grievance Policies and Procedures must be prominently displayed in common areas in the facility.

1. Policies and Procedures must include, but are not limited to, the following:
  - i. The name and title of the individual designated by Contractor to handle all grievances. Contractor must clearly indicate how this individual can be contacted. Contractor must also name an alternate individual responsible for handling grievances, in the event that the designated individual is unavailable or is the subject of the grievance.
  - ii. A procedure for the resolution or disposition of all grievances within 72 hours of a grievance having been made. This procedure shall include the gathering of facts, including a statement from the grievant and/or other participants and staff, and issuance of a written decision in response to the grievance.
  - iii. The identification of a confidential area where grievances may be heard. To the extent possible and when appropriate, Contractor shall engage in face-to-face communications with the grievant.
  - iv. A centralized and organized system of documenting grievances. The documentation must contain a copy or description of the grievance and the written resolution or disposition of said grievance. Said documentation must be retained in a central dispute or grievance file, which must be made available to LAHSA, along with grievant's Program file, immediately upon LAHSA's request. Contractor's failure to provide such documentation within five (5) business days may result in a material breach of this Agreement.
  - v. A procedure indicating that if Contractor's designated or alternate individual is unable to resolve a grievance, the grievant can request that Contractor's management meet with grievant, and review the grievance and related documentation in order to resolve the grievance.
2. Contractor must provide grievant with a written decision in response to the grievance. Concurrently, the Contractor must do all of the following:
  - i. explain grievant's right to a review of the written decision through a mediation or dispute resolution service;
  - ii. assist grievant with a referral to a mediation or dispute resolution service.
  - iii. Contractor must attend any dispute resolution service summons.
  - iv. Grievant may elect to use the following "cost free" resolution service.

**Dispute Resolution services:**

Office of the Los Angeles City Attorney Dispute Resolution Program  
City Hall  
200 North Spring Street, 14<sup>th</sup> Floor  
Los Angeles, California 90012  
Office: (213) 978-1880  
Fax: (213) 978-1312  
Email: [mediate@lacity.org](mailto:mediate@lacity.org)

**3. LAHSA Due Process Appeal**

- i. Contractor must explain Grievant right to a due process appeal with LAHSA and provide a copy of the LAHSA Grievance Resolution Appeal Form, which is attached hereto as **Exhibit U** and incorporated herein by such reference.
- ii. If the grievant believes that the agency has not followed their established Grievance Policy and Procedure in hearing and attempting to resolve the grievance, grievant may choose to file a due process appeal with LAHSA. The purpose of the LAHSA appeal will be for LAHSA to determine whether Contractor has provided due process by following the procedures within its own grievance policy.
- iii. If the grievant chooses to file a due process appeal with LAHSA, the Contractor must assist the grievant in completing the LAHSA Grievance Resolution Appeal Form. Contractor shall then process the appeal form within 48 hours of giving grievant the written decision in response to the grievance. Contractor shall process the appeal form in one of the following manners of grievant choosing:
  - a. Contractor may supply grievant with a stamped envelope addressed to LAHSA at the address listed below.
  - b. Contractor may fax the form directly to LAHSA using the fax number indicated below. Contractor shall provide grievant the printed confirmation sheet indicating that the fax was successful.
  - c. All completed LAHSA Grievance Resolution Appeal Forms must be submitted to the following address:

Grievances  
Los Angeles Homeless Services Authority (LAHSA)  
811 Wilshire Blvd., Suite 600  
Los Angeles, California 90017  
LAHSA Fax Number: (213) 892-0093  
Email: [grievances@lahsa.org](mailto:grievances@lahsa.org)

**26. NOTICES**

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

Patrick West, City Manager  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, California 90802

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

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

27. PROPERTY MAINTENANCE STANDARDS

Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in the LAHSA Minimum Program Standards, attached hereto and incorporated by such reference as **Exhibit W**, which is located at the following Internet hyperlink: <https://www.lahsa.org/documents?id=1348-lahsa-minimum-program-standards.pdf>.

28. PROGRAM EVALUATION

- A. Contractor shall make available for inspection, during the term of this Agreement and for a period of five (5) years thereafter, financial and all other records pertaining to performance of this Agreement to authorized LAHSA and/or County representatives. Contractor shall allow said representatives to inspect and monitor its facilities and Program operations, including the interview of Contractor staff and Program participants.
- B. Program evaluation includes, but is not limited to: a review of the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking system, and techniques developed by Contractor to serve the target population.

29. CONTRACTOR'S RESPONSIBILITY TO MONITOR

A. Internal Monitoring

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

B. Subcontractor Monitoring

- 1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project activities run by its subcontractors.
- 2. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from LAHSA.

3. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s), and follow up the implementation of corrective action by conducting an independent monitoring effort.
4. If a fiscal review of the subcontractor initiated by Contractor reveals evidence of disallowed costs, Contractor shall notify LAHSA in writing. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.
5. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain client feedback for continual improvement of project operations.

### 30. LAHSA PROGRAM MONITORING

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

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

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

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

### 31. LAHSA FISCAL MONITORING

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

32. LAHSA MONITORING REPORTS

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

33. AUDITS

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

34. AUDIT FINDINGS

- A. Contractor agrees that in the event the Program established hereunder is subject to audit finding(s) by independent auditors, LAHSA, or appropriate local, state and federal audit agencies, it shall be responsible for complying with such finding(s). In the event that said findings have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s), as solely determined by LAHSA.
- B. If indications of misappropriation or misapplication of the funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and is not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

- C. In the event that a fiscal or special audit reveals that Contractor has received funds for questioned expenditures under this Agreement, LAHSA shall notify and provide Contractor the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, Contractor agrees to repay said costs to LAHSA within 60 calendar days after issuance of the final audit determination.

35. RECORDS

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement, including any subcontract between Contractor and a third party. The retention period starts from the date of the submission of the final invoice and/or closeout report. Such records shall be retained within Los Angeles County for a period of five (5) years with the following qualifications:
  - 1. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  - 2. Records for Nonexpendable Property acquired shall be retained for five (5) years after its final disposition.
  - 3. When records are transferred to or maintained by LAHSA or to the County of Los Angeles, the five (5) year retention requirement is not applicable to Contractor.
  - 4. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless authorization to remove them is granted in writing by LAHSA.
  - 5. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.
  - 6. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any subcontract.
  - 7. Contractor shall maintain the confidentiality of all records obtained from LAHSA under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.
  - 8. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

36. PROPERTY

- A. Upon the expiration of this Agreement, Contractor shall transfer to LAHSA any unexpended Program funds on hand at the time of expiration and any accounts receivable attributable to the use of Program funds. Any utilization of funds derived from the sale or disposition of Nonexpendable Property must have prior approval of LAHSA and otherwise comply with all applicable laws and regulations. In case of contract termination, LAHSA reserves the right to determine the final disposition of said Nonexpendable Property acquired with Program funds, including funds derived therefrom. Said disposition may include taking possession of said Nonexpendable Property.

- B. Contractor shall, within 30 calendar days of the expiration of this Agreement, transmit to LAHSA any, and all, program income directly generated by funds provided by the Agreement. Program income is defined in 2 C.F.R. Section 200.80.
- C. All Nonexpendable Property purchased or leased pursuant to this Agreement shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Contractor. This inventory shall be provided to LAHSA upon request.
- D. Contractor may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from LAHSA, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by LAHSA, (c) a community related benefit is derived from such Contractor related acquisition, and (d) no conflict of interest for private gain accrues to Contractor or its employees, agents, or officers.

37. GENERAL INSURANCE REQUIREMENTS

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

B. Insurance Coverage

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

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

- 2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, \$1 million for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LAHSA and County as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. If the services provided in relation to this Agreement relate in any way to minors, then Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. Directors and Officers insurance covering Contractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.
6. Crime Coverage  
A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
7. Property Coverage Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, County and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

C. Evidence of Insurance

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

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

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

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

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

38. INSURANCE COVERAGE REQUIREMENTS

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

39. INDEMNIFICATION

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

40. INDEPENDENT CONTRACTOR

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

41. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. 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. Contractor shall retain such documentation of all covered employees for the period prescribed by law.
- B. Contractor shall indemnify, defend and hold harmless, LAHSA, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the Contractor, LAHSA, the County or all three, in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

42. EQUAL ACCESS POLICY

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

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

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

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

43. PUBLICITY

- A. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, LAHSA shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- B. Contractor shall develop all publicity material in a professional manner; and
- C. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of LAHSA or County without the prior written consent of LAHSA's Executive Director. LAHSA shall not unreasonably withhold written consent.
- D. Contractor may, without the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Agreement with LAHSA, provided that the requirements of this subsection shall apply.

44. RIGHTS IN DATA

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

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45. SUBCONTRACTS

- A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of LAHSA. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of LAHSA shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. LAHSA's determination of whether to approve Contractor's request to subcontract shall be completely within the discretion of LAHSA.
- B. Subcontracts entered into in the performance of this Agreement shall:
  - 1. Be subject to the terms and conditions set forth in this Agreement. LAHSA requires incorporation of the applicable provisions in written subcontracts.
  - 2. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
  - 3. Specifically provide proof, when applicable, of necessary qualifications, appropriate permits and/or business licenses.
  - 4. Specifically provide the names and addresses of the parties to a subcontract, a full description of the exact scope of services to be performed or goods to be transferred or acquired, the length of time for performance of services to be rendered or for the goods to be transferred or acquired, and compensation for services rendered or good transferred or acquired.
- C. Contractor shall indemnify and hold LAHSA and 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 subcontractors' employees were Contractor employees.
- D. Contractor shall remain fully responsible for all performances including the obligation to properly supervise, coordinate, and perform all work required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding LAHSA's approval of the Contractor's proposed subcontract.
- E. LAHSA's consent to subcontract shall not waive LAHSA's right to approve or disapprove of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this LAHSA right.
- F. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement. Contractor shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. LAHSA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.
- G. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.
- H. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or the County. Approval of the provisions of any subcontract by LAHSA shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by LAHSA be construed as affecting any increase in the amount provided for in the Agreement.

46. COMPETITIVE BID REQUIREMENTS

Procurement of goods and services shall be conducted as follows:

Micro-purchases in the aggregate amount of \$3,000 or less	Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable.  Manager authorizing purchase should exercise due diligence in ensuring price is reasonable.  To the extent practicable, Contractor must distribute micro purchases equitably among qualified suppliers.
Small Purchases \$3,001 to \$150,000	Price or rate quotations must be obtained from a minimum of three (3) qualified sources.
Competitive Proposals over \$150,000	Formal RFB/RFP Process, as provided below.  Contractor must perform a cost or price analysis in connection with every procurement action in excess of \$150,000 including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, must include independent estimates before receiving bids or proposals.

Procurement of services, supplies and fixed assets over \$150,000 require a competitive bid and solicitation process (e.g., through a Request for Bids ("RFB") process). Exceptions to this are instances of sole source Contractor as described in Section 45 and where the legislative body authorizing and providing funding designates a provider of services and supplies. This solicitation process shall be in accordance with the procurement herein by this reference. Contractor shall use the LAHSA Small/Informal Bids Form, which is located at the following internet hyperlink: <https://www.lahsa.org/documents?id=1321-form-1321-lahsa-informal-bids-form.pdf> and incorporated herein by reference.

47. NON-COMPETITIVE SOLE SOURCE BIDS

- A. Non-Competitive Sole Source Contracts for supplies and services contracts may be accepted only when the award of a contract is not feasible or practical and is supported by written documentation for the rationale for such judgment. The only circumstances under which a contract may be awarded by non-competitive bids are:
1. The item or service is only available from a single source or is copyrighted or legally owned by that source; or
  2. The item, supply or professional services required is so specialized or unique so as to make identification of appropriate competitive bidders extremely difficult or impossible to find; or
  3. The needs of Contractor are urgent (but the urgency was not created by the actions or inactions of Contractor) and a formal RFB process would create significant hardship or jeopardy to Contractor;
  4. An emergency exists that seriously threatens the public health, welfare or safety of staff or clients or immediately endangers property.

48. ASSIGNMENT AND DELEGATION

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

49. STAFF TRAVEL

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

50. LIMITATION OF CORPORATE ACTS

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

51. COMPLIANCE WITH LAWS

- A. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated by this reference, including, but not limited, to the following: 1) County's Transitional Job Opportunities Preference Program; 2) Disabled Veterans Business Enterprise Preference Program; 3) Cost of Living Adjustments; 4) Time Off for Voting; 5) Data Destruction; 6) LAHSA Responsibility & Debarment; 7) Compliance with Living Wage.
- B. Contractor shall maintain all licenses and permits required to perform the Agreement.
- C. Contractor shall indemnify and hold LAHSA and the County harmless from any liability, loss, damages, costs or expenses resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

- D. Contractor shall comply with 2 CFR §200.113 by disclosing, in a timely manner and in writing to LAHSA, any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Contractor's compensation or performance under this Agreement. Contractor's failure to make the required disclosure may result in the sanctions described in 2 CFR §200.338, Remedies for Noncompliance, including Contractor's suspension or debarment (2 CFR part 180, 31 U.S.C. 3321).

52. FAIR LABOR STANDARDS

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

53. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

54. CONFIDENTIALITY

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

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

- C. Contractor shall sign and adhere to the provisions of **Exhibit M**, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to **Exhibit M**.
- D. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to **Exhibit N**, Contractor's Non-Employee Acknowledgement and Confidentiality Agreement.
- E. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.

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

55. CONFLICT OF INTEREST

- A. Contractor, its agents and employees shall comply with all applicable federal, state and local laws and regulations governing conflict of interest including, but not limited to 2 C.F.R. Part 200.
- B. No LAHSA employee whose position with LAHSA enables such employee, to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in LAHSA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LAHSA's approval or ongoing evaluation of such work.
- C. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that do or may likely be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to LAHSA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Agreement.

56. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, 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.
- B. Contractor shall certify to, and comply with, the provisions of **Exhibit L**, Contractor's Equal Employment Opportunity ("EEO") Certification.

- C. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, 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.
- D. 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.
- E. 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 Agreement.
- F. Contractor shall allow LAHSA and County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by LAHSA.
- G. If LAHSA finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which LAHSA may determine to terminate this Agreement. While LAHSA reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LAHSA that the Contractor has violated the anti-discrimination provisions of this Agreement.
- H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, LAHSA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

57. NEPOTISM

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

- D. LAHSA reserves the right to preclude Contractor from permitting an employee to perform services under this Agreement if the employee's immediate family member(s) is/are also employed by the Contractor.
- E. Contractor must ensure all immediate family member hires are properly screened and are supervised by staff not related to the family member.

58. RELIGIOUS AND POLITICAL ACTIVITIES

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

59. AMERICANS WITH DISABILITIES ACT

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

60. LEAD-BASED PAINT

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

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61. ASBESTOS

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

62. COUNTY LOBBYIST ORDINANCE

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

63. PUBLIC RECORDS ACT

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

64. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

65. WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

66. CERTIFICATION REGARDING DEBARMENT

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

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

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

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

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

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

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

i. County: [http://lacounty.info/doing\\_business/DebarmentList.html](http://lacounty.info/doing_business/DebarmentList.html)

ii. State: <http://www.dir.ca.gov/dlse/debar.html>

Federal: <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>

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67. SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. SECURITY CLEARANCE OF ALL STAFF AND VOLUNTEERS

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

B. TUBERCULOSIS SCREENING OF ALL PROGRAM PARTICIPANTS AND STAFF

1. Contractor hereby certifies that it will implement a standardized internal procedure for reducing the risk of tuberculosis (TB) transmission as follows and as more fully described in **Exhibit AA** of this Agreement, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1315-standardized-tuberculosis-guidelines.pdf> and incorporated herein by such reference. The internal procedure shall provide:
  - i. Screening for all employees and all volunteers in direct contact with Program Participants;
  - ii. Screening Program Participants for symptoms of infectious TB as specified in **Exhibit A**, Statement of Work;
2. Contractor shall provide, maintain proof, and keep confidential the TB screening of all staff, including those of its subcontractors and make these records available at any time LAHSA's requests them.
3. Contractor shall comply with LAHSA reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in Section 22 herein.
4. Contractor agrees that LAHSA may update **Exhibit AA** to the Agreement from time to time as necessary to reflect any up-dates or changes, Contractor shall accept renewals of such Exhibit through written confirmation without requiring a formal amendment to this Agreement.

68. PROGRAM CHANGES

- A. In the event that Contractor wishes to make significant changes to the approved Program under this Agreement, LAHSA written approval is required prior to any and all changes. Prior to providing any written approval, LAHSA shall consult with its funders to determine whether they agree with the changes to the approved Program. Any approved significant changes shall be in the form of a written amendment pursuant to Section 70 herein. Contractor shall request all significant changes in writing to LAHSA. Significant changes include, but are not limited to:
- 68.A.i.1. A change in the recipient; or
  - 68.A.i.2. A change in the Program site, or
  - 68.A.i.3. Additions or deletions in the types of activities approved under this Agreement; and
  - 68.A.i.4. A change in the category of Program Participants to be served.

69. PROGRAM CLOSE-OUT

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

70. CHANGES AND AMENDMENTS OF TERMS

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

71. TIME OF PERFORMANCE MODIFICATIONS

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

72. WAIVERS

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

73. BREACH

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

74. DEFAULTS

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

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

B. Default for Non-Performance:

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

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

C. Default for Insolvency:

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

D. Other Events of Default:

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

75. SANCTIONS

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

76. PROBATION

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

77. SUSPENSION

- A. LAHSA may, by giving written notice, suspend all or part of the Program operations for Contractor's to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance, effective date of suspension, period of suspension and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event that Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension period.
- E. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in compliance with this Agreement.

- F. Contractor shall not resume Program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.
- G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:
  - 1. Termination of this Agreement; or
  - 2. Threshold failure in any future scoring for a RFP or a RFQ, or any other solicitation document, released by LAHSA for a period of five (5) years starting from the effective date of suspension.
  - 3. Termination of this Agreement.

78. TERMINATION FOR CONVENIENCE

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

79. TERMINATION FOR CAUSE

- A. LAHSA may terminate this Agreement upon written notice to Contractor for just cause (failure to perform satisfactorily), as solely determined by LAHSA, with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The Executive Director, or his/her designee, is hereby authorized to give said notice on LAHSA's behalf, subject to ratification by the LAHSA Board of Commissioners.
- B. Should Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- C. Should Contractor neglect, or inadequately respond or refuse to provide a means for satisfactory compliance with this Agreement and with the corrective actions provided by LAHSA within the time specified in such notice or report, as solely determined by LAHSA, LAHSA shall terminate the activities of Contractor in whole or in part.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funding for the contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.
- E. This Agreement may also be terminated or suspended in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract non-compliance, and health code violations.

80. TERMINATION PROCEDURES

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

81. EFFECT OF TERMINATION

- A. In the event that LAHSA terminates this Agreement, Contractor may not be eligible, at LAHSA's sole discretion, for funding under any RFP or RFQ, or any other solicitation document, released by LAHSA for a period of 5 years starting from the effective date of termination.
- B. In the event that Contractor terminates this Agreement, Contractor shall not be eligible for funding under any RFSQ, RFP or RFQ, or any other solicitation document, released by LAHSA for a period of three (3) years starting from the effective date of termination.

82. NOTICES OF SUSPENSION AND TERMINATION

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

83. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

- A. Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.
- B. Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is LAHSA's policy to encourage all LAHSA Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- C. Contractor agrees to abide by the terms of the Safely Surrendered Baby Law, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1407-safely-surrender-baby-law-brochure-english.pdf> and <https://www.lahsa.org/documents?id=1408-safely-surrender-baby-law-brochure-spanish.pdf>, attached hereto and incorporated herein by such reference as **Exhibit Z**.

84. COMPLIANCE WITH JURY SERVICE PROGRAM

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

85. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

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

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

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- C. Contractor's failure to maintain compliance with the requirements set forth above shall constitute default under this Agreement. Without limiting the rights and remedies available LAHSA under any other provision of this Agreement, Contractor's failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which LAHSA may terminate this Agreement.

88. EQUAL BENEFITS ORDINANCE

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

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

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

- B. Contractor's failure to comply with the EBO will be deemed by LAHSA to be a material breach of the Agreement.

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

89. VIOLENCE AGAINST WOMEN ACT

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

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

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

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

90. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

91. DATA ENCRYPTION

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

A. Stored Data

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

B. Transmitted Data

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

C. Certification

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

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

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

93. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

94. TERMINATION FOR IMPROPER CONSIDERATION

A. LAHSA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any LAHSA or County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any

determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- B. Contractor shall immediately report any attempt by a LAHSA, or County officer or employee to solicit such improper consideration. The report shall be made to County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

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

- A. This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to LAHSA or County officials or employees for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
  - 1. Pay to LAHSA any difference between the Agreement amount and what the LAHSA's costs would have been if the Agreement had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Agreement; and
  - 3. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting an Agreement award.

96. PROHIBITION OF LEGAL PROCEEDINGS

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

97. EFFECT OF LEGAL JUDGMENT

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

98. INTEGRATED AGREEMENT

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

99. REPORTING

- A. Contractor shall submit a quarterly activity report to LAHSA by the seventh (7<sup>th</sup>) calendar day of the month subsequent to activities reported using the reporting format provided by LAHSA. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded program and related project activities in a manner, and in such detail, that is consistent with the contracted scope of services.
- B. Contractor shall submit certifications of program performance reports to LAHSA. Performance reports shall provide information on the quantifiable goals and objectives as well as Contractor's performance in meeting them. Contractor shall certify progress reports, using the certification process defined by LAHSA, within seven (7) calendar days after each quarter ends.
- C. Specifically, Contractor shall submit reports to LAHSA according to the schedule below.

Quarter	Reporting Period	Submit Report to LAHSA
Fourth	April 1 – June 30, 2018	July 7, 2018
First	July 1 – September 30, 2018	October 7, 2018
Second	October 1 – December 31, 2018	January 7, 2019
Third	January 1 – March 31, 2019	April 7, 2019
Fourth	April 1 – June 30, 2019	July 7, 2019
First	July 1 – September 30, 2019	October 7, 2019
Second	October 1 – December 31, 2019	January 7, 2020
Third	January 1 – March 31, 2020	April 7, 2020
Fourth	April 1 – June 30, 2020	July 7, 2020

In the event Contractor does not certify, or is delinquent in certifying, program performance reports by the deadline specified in this Section, Contractor will be considered delinquent, LAHSA may take remedial action for the delinquencies, and all payments to Contractor shall be suspended until all required report(s) have been submitted by Contractor and approved by LAHSA.

100. RECYCLED BOND PAPER

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

101. QUALITY ASSURANCE

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

102. CHARITABLE ACTIVITIES COMPLIANCE

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

103. PROPRIETARY RIGHTS

- A. LAHSA and Contractor agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of LAHSA, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Agreement, LAHSA shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- B. Notwithstanding any other provision of this Agreement, LAHSA and Contractor agree that LAHSA shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Agreement, LAHSA shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- C. Any materials, data and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- D. LAHSA will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in subsection C. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- E. Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under subsection C. for:
  - 1. Any material, data and information not plainly and prominently marked with restrictive legends as set forth in subsection C;
  - 2. Any materials, data and information covered under subsection B; and
  - 3. Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

- F. Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- G. Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- H. The provisions of subsections E through G shall survive the expiration or termination of this Agreement.

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

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

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

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

105. GOVERNING LAW AND VENUE

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

106. AGREEMENT

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

107. COUNTERPARTS

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

108. RATIFICATION CLAUSE

Due to the need for contractor's services to be provided on an on-going basis, contractor may have provided services prior to the execution of this amendment. To the extent that said services were performed in accordance with the terms and conditions of the agreement, those services are hereby ratified and accepted.

109. AUTHORIZATION WARRANTY

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

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

**APPROVED AS TO FORM:**  
**OFFICE OF THE COUNTY COUNSEL, MARY WICKHAM**

**Form Agreement Was Submitted and Approved as To Form on March 16, 2018. Documentation on File with LAHSA.**

**For: Los Angeles Homeless Services Authority**

By:   
Print Name: Peter Lynn  
Title: Executive Director

Executed this day 6/14/18

**Tom Modica**  
**Assistant City Manager**


**For: City of Long Beach**

Internal Revenue Service ID Number:                       
(Please fill in)

By:   
Name: **Patrick H. West**  
Title: **City Manager**

Executed this day 6/4/18

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
6/1, 20 18  
CHARLES PARKIN, City Attorney  
By:   
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

Said Agreement shall be referenced as **2017CNGFH171** of LAHSA Contracts.

**Exhibit A  
Statement of Work**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## STATEMENT OF WORK MEASURE H CITY OF LONG BEACH

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

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

- **Program Participant Eligibility:** The selected agency will conduct an evaluation in accordance with the coordinated entry system assessment to determine: 1) eligibility of 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 agency will be required to submit 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 agency will utilize the Long Beach HMIS or comparable database for domestic violence providers. Program participant data entry is required daily for service coordination purposes.
- **Coordinating with other resources:** The agency will coordinate with other resources to ensure housing retention.
- **Certification of Homelessness or At-Risk of Homelessness:** The agency will be required to complete certification forms in order to document program participant eligibility.
- **Confidentiality:** The agency will ensure the security and confidentiality of program participants and their protected identifying information.
- **Housing First:** The agency shall adhere to Housing First principles.
- **Universal Assessment:** The agency shall utilize the VI-SPDAT, adopted by the Long Beach CoC as the universal assessment tool to assess program participants' housing and service needs.
- **Coordinated Entry System:** The agency shall work in collaboration with the broader CoC system in Long Beach, including participating in the Long Beach CES.

### I. STRATEGY A5: HOMELESS PREVENTION PROGRAM

#### Scope of Work

The City of Long Beach will utilize a Request for Proposal (RFP) process to select a provider that will administer the Homeless Prevention Program in Long Beach. The RFP amount will be for one hundred-thirty-five thousand seven hundred seventy-two dollars (\$135,772) for one (1) operational year.

The objective of Homelessness Prevention is to provide a short-term targeted intervention to address people's housing crisis before they become homeless. The population for Homelessness Prevention services are adults who have not experienced homelessness in the past who: are facing a housing crisis, are currently at imminent risk of becoming homeless, and have been screened and identified as having high risk factors.

### **Eligible Program Activities**

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

1. *Housing Relocation and Stabilization Services*

- Financial Assistance Costs:
  - Security Deposits
  - Utility Deposits
  - Utility Payments
- Services Costs:
  - Housing Search and Placement
  - Housing Stability Case Management
  - Mediation
  - Credit Repair

2. *Short-term Rental Assistance*

- Maximum period for rental assistance with Measure H funds is up to 2 months. Rental assistance is considered a one-time payment for up to 2 months of rent in arrears, including any late fees on those arrears.

### **Administrative Responsibilities**

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the Homeless Prevention Program. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with City of Long Beach requirements. These conditions include: programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP.

### **Performance Measures**

1. A total of fifty (50) households will be screened for program eligibility during the operational period.
2. A total of thirty (30) households will receive prevention services including temporary financial assistance, housing retention services and linkage to resources.
3. Percent of actively case managed program participants who received one or more of the following - Goal 70%:
  - Mainstream noncash benefits
  - Employment assistance
  - Mental health services
  - Substance abuse services
  - Health services
4. Percent of program participants who stayed in permanent housing for six (6) months or longer - Goal 80%.

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

### **Scope of Work**

The City of Long Beach will utilize a Request for Proposal (RFP) process to select a provider that will administer the Rapid Re-housing Program (RRH) in Long Beach. The RFP amount will be for six hundred thousand dollars (\$600,000) for one (1) operational year.

In agreement with the Los Angeles County CEO's Office and the Los Angeles Homeless Services Authority, the City of Long Beach will also utilize three hundred twenty-two thousand four hundred and sixty-two dollars (\$322,462) a year for one (1) operational year to support RRH retention activities. These activities will include case management services, outreach services, linkage to health/mental services, access to permanent housing opportunities, housing retention and provide administrative support for this grant. These efforts will be targeted to households that currently have a housing subsidy and are at immediate risk of homelessness.

The objective of RRH is to move single adults experiencing homelessness into Permanent Housing as quickly as possible, and to achieve housing stability through a combination of rental assistance and supportive services. RRH has been demonstrated to be a valuable strategy to quickly transition individuals into permanent housing with appropriate supports. The population for RRH is single adults experiencing homelessness, but are not chronically homeless and would benefit from short to intermediate housing intervention and supportive services to regain housing stability. Single adults is defined as households where all members are age 18 and over.

### **Eligible Program Activities**

Rapid Rehousing Projects supported by Measure H funds shall be administered by the City in a manner consistent with federal CoC program as set forth in 24 CFR Part 578, except as otherwise provided in these Program Requirements and the Long Beach CoC Written Standards. In the event of any inconsistency between the requirements of the Long Beach Measure H Rapid Rehousing Program and the HUD Rapid Rehousing Program, the guidelines for the Long Beach Measure H Rapid Rehousing Program shall prevail.

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

#### **1. Rental Assistance**

- Short-term (up to 3 months) and Medium-term (4-24 months) tenant-based rental assistance
- Security Deposits (up to 2 months)
- 1st and last month's rent
- Property damage

#### **3. Supportive Services Costs**

- Assistance with Moving Costs
- Case Management
- Child care
- Education Services
- Employment Assistance/Job Training
- Food

- Housing Search and Counseling Services
- Life Skills trainings
- Outpatient health services (includes mental health services and substance abuse treatment services)
- Outreach Services
- Transportation
- Utility Deposits

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

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

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

##### ***1. Housing Retention Specialist (2 FTE)- Duties to include:***

- Identify potential participants for program enrollment;
- 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 Critical Time Intervention to ensure effective transition from homelessness to housing and strengthening their network of support in the community; and
- Be part of an interdisciplinary team that includes social service organizations, mental health and substance abuse treatment programs and health care providers.

##### ***2. Public Health Nurse (0.5 FTE) - Duties to include:***

- Support the Coordinated Entry System staff in addressing the healthcare needs of homeless individuals.
- Participate in a multi-disciplinary street outreach team to engage individuals in homeless camps, shelters, and provide health assessments in non-traditional settings.
- Assist in triaging, evaluating and promoting the health of homeless individuals, and provide the needed support in improving the quality of life of the homeless community.
- Provide on-site care, situational health education, disease management, medication reconciliation, and preventive care activities.
- Provide case management, refer and link individuals to appropriate medical/specialty care.
- Serve as a medical liaison with medical personnel and hospitals, participate in case conferences, and assist with hospital discharge planning of homeless individuals.

3. *Resource Liason (0.3 FTE) - Duties to include:*

- Leads efforts to identify local gaps in services and promote access and linkages for homeless services citywide.
- Develops resource and referral information regarding additional mental health and substance use disorder programs and services available for people experiencing homelessness.
- Coordinates with the Fire and Police Departments to effectively align services at the MSC.
- Develops partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.
- Assists with the planning and coordination of community focus groups and public education campaigns.
- Conducts community outreach and engagement activities around homeless services to increase access to services for special needs populations.
- Researches and analyzes local, state, and national priorities related to homeless services.
- Leads the data collection efforts for the Outreach Work Group, and other programming as designated.
- Assists and supports crisis response, triage, and daily service coordination efforts.

**Administrative Responsibilities**

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

**Performance Measures**

1. Increase the number of persons exiting to permanent housing. Goal 80%.
2. Percent of program participants who stayed in permanent housing for six (6) months or longer - Goal 80%.
3. Persons age eighteen (18) or older increase employment income during operating year. Goal 20%.
4. Percent of actively case managed program participants who received one or more of the following - Goal 70%:
  - Mainstream noncash benefits
  - Employment assistance
  - Mental health services
  - Substance abuse services
  - Health services

### III. STRATEGY E7: STRENGTHEN THE COORDINATED ENTRY SYSTEM

#### Scope of Work

The City of Long Beach will utilize three hundred-fifteen thousand one hundred and one dollars (\$315,101) for one (1) operational year. The City of Long Beach will employ staff who provide case management services, access to permanent housing opportunities and provide administrative support for this grant.

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

#### Staffing Items/Responsibilities

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

- Conducts client intake and assessment to evaluate the client's needs and connect them to corresponding services.
- Develops ongoing client service and housing plans.
- Maintains case records and required electronic reporting documentation in the Homeless Management Information System.
- Assists in obtaining source documentation for housing and support services.
- Pursues new referral contracts within the community to ensure contractual requirements are met.
- Assists with housing navigation and provides housing retention services and resource referrals.
- Serves as a liaison and advocates for households experiencing homelessness.
- Participates in case conferences and case reviews with colleagues, partnering agencies, and other supportive services.
- Participates/facilitates trainings and staff development activities.
- May develop relationships with landlords to secure available permanent housing units for those experiencing homelessness and to address any issues that arise.
- May participate in triage services to provide immediate resource referrals to the homeless population.

2. *Housing Locator (1 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.
- Work with Case Managers and clients to identify a housing plan and address potential

barriers to housing.

- 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.
- Lead the Housing Opportunities Team (HOT) collaborative.

#### **Administrative Responsibilities**

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

#### **Performance Measures**

1. Increase the number of persons exiting to permanent housing. Goal 80%.
2. Percent of program participants who stayed in permanent housing for six (6) months or longer - Goal 80%.
3. Percent of actively case managed program participants who received one or more of the following - Goal 70%:
  - Mainstream noncash benefits
  - Employment assistance
  - Mental health services
  - Substance abuse services
  - Health services
4. Conduct three (3) landlord engagement events during the operational year.
5. Connect with five (5) new landlord/property management entities.

#### **IV. STRATEGY E6: COUNTYWIDE STREET OUTREACH**

##### **Scope of Work**

The City of Long Beach will utilize three hundred thirty-one thousand and eighty-five dollars (\$331,085) for one (1) operational year. The City of Long Beach will employ staff who provide outreach services, access to permanent housing opportunities, linkage to health/mental health services and provide administrative support for this grant.

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

## **Direct Service Staffing**

### **1. Outreach Worker (2 FTE)- Duties to include:**

- Lead and implement homeless community outreach, education, and response.
- Create and implement engagement strategies to encourage people to engage in services to resolve their barriers to permanent housing.
- Identify encampments and locations where people experiencing homeless congregate.
- Engage individuals and families experiencing homelessness to identify needs and introduce them to available services.
- Participate in outreach events as part of an interdisciplinary team with the Outreach Work Group.
- Maintain consistent contact with area businesses in Long Beach to assist with outreach to people experiencing homelessness.
- Manage and maintain all client documentation, including individual progress notations of client interaction.

### **2. Public Health Nurse (0.5 FTE)- Duties to include:**

- Support the Street Outreach Network in addressing the healthcare needs of homeless individuals.
- Participate in a multi-disciplinary street outreach team to engage individuals in homeless encampments, shelters, and provide health assessments in non-traditional settings.
- Assist in triaging, evaluating and promoting the health of homeless individuals, and provide the needed support in improving the quality of life of the homeless community.
- Provide on-site care, situational health education, disease management, medication reconciliation, and preventive care activities.
- Provide case management, refer and link individuals to appropriate medical/specialty care.
- Serve as a medical liaison with medical personnel and hospitals, participate in case conferences, and assist with hospital discharge planning of homeless individuals.

### **3. Resource Liason (0.3 FTE) - Duties to include:**

- Leads efforts to identify local gaps in services and promote access and linkages for homeless services citywide.
- Develops resource and referral information regarding additional mental health and substance use disorder programs and services available for people experiencing homelessness.
- Coordinates with the Fire and Police Departments to effectively align services at the MSC.
- Develops partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.
- Assists with the planning and coordination of community focus groups and public education campaigns.
- Conducts community outreach and engagement activities around homeless services to increase access to services for special needs populations.

- Researches and analyzes local, state, and national priorities related to homeless services.
- Leads the data collection efforts for the Outreach Work Group, and other programming as designated.
- Assists and supports crisis response, triage, and daily service coordination efforts.

#### **Administrative Responsibilities**

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

#### **Performance Measures**

1. Achieve nine hundred (900) street outreach contacts during the operational year.
2. Achieve fifty (50) percent acceptance rate for outreach services.
3. Complete a VI-SPDAT on twenty (20) percent of outreach contacts.
4. Link seventy (70) percent of individuals who accept outreach services to one of the following:
  - Mainstream noncash benefits
  - Employment assistance
  - Mental health services
  - Substance abuse services
  - Health services

#### **V. YEAR ROUND SHELTER OPERATIONS**

The City of Long Beach is currently in the property search and acquisition process for a Year Round Shelter location. Once a location has been confirmed for this program, a statement of work and budget will be provided.

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

Agency Name: City of Long Beach  
 Program Name: Long Beach Continuum of Care  
 Contract Number: 2017CNGF171  
 For Period: 7/1/17 - 1/31/18  
 Funding Source: Measure H  
 Total Award: \$ 84,037 \$ 84,037

**Funding Allocation - By Funding Source/Contract**

Admin Only 8%

Program Component	County Measure H A5	County Measure H B3	County Measure H E6	County Measure H E7	Total
Street Outreach	\$ -	\$ -	\$ 15,451	\$ -	\$ 15,451
Housing Navigation (12a)	\$ -	\$ -	\$ -	\$ 15,317	\$ 15,317
Rapid Rehousing (12.13)	\$ -	\$ 46,669	\$ -	\$ -	\$ 46,669
Prevention Diversion	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
<b>Total</b>	<b>\$ 6,600</b>	<b>\$ 46,669</b>	<b>\$ 15,451</b>	<b>\$ 15,317</b>	<b>\$ 84,037</b>

	County Measure H A5	County Measure H B3	County Measure H E6	County Measure H E7	Total
Eligible Advance Amount (Based on Measure H Expansion)	\$ 1,650	\$ 11,667	\$ 3,863	\$ 3,829	\$ 21,009
Advance Paid + In-Transit (AP)	\$ -	\$ -	\$ -	\$ -	\$ -
Available Advance Balance	\$ 1,650	\$ 11,667	\$ 3,863	\$ 3,829	\$ 21,009

**For LAHSA Use Only**

Grant xxx
656
657
665
664

Street Outreach  
 Housing Navigation (12a)  
 Rapid Rehousing (12.13)  
 Prevention Diversion

**Funding Term - Dates**

Program Component	County Measure H A5	County Measure H B3	County Measure H E6	County Measure H E7
Street Outreach			7/1/17 - 1/31/18	
Housing Navigation (12a)				7/1/17 - 1/31/18
Rapid Rehousing (12.13)		7/1/17 - 1/31/18		
Prevention Diversion	7/1/17 - 1/31/18			

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



# CITY OF LONG BEACH

# R-20

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

September 12, 2017

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

## RECOMMENDATION:

Authorize the City Manager, or designee, to execute all necessary documents and any subsequent amendments, with the Los Angeles Homeless Services Authority (LAHSA), to accept and expend Measure H funding in an approximate amount up to \$2,863,945, for the period of October 1, 2017 through June 30, 2018, to implement Homeless Initiative strategies adopted by the County Board of Supervisors to combat homelessness in Los Angeles County; and,

Increase appropriations in the Health Fund (SR 130) in the Health and Human Services Department (HE) by \$2,863,945, offset by Measure H revenue. (Citywide)

## DISCUSSION

In May 2017, the Measure H Revenue Committee for Los Angeles County completed its recommendations for the distribution of Measure H funds for FY 2017-2018. The funds were aligned under 19 strategies to address homelessness; 6 of the 19 strategies are to be managed by the Los Angeles Homeless Services Authority (LAHSA), the Continuum of Care (CoC) for Los Angeles County, and the City of Los Angeles combined. The Revenue Committee's recommendations were presented and approved by the Los Angeles County Board of Supervisors on June 13, 2017. During this process, the three CoCs (Long Beach, Pasadena and Glendale) that are independent of LAHSA, negotiated for a direct carve-out of resources specific to activities provided by these CoCs. Services that will be carved out specifically for Long Beach include homeless prevention for single adults, rapid rehousing, housing location and navigation through the coordinated entry system, outreach services, and enhancing the emergency shelter system. These initiatives are necessary to enhance the support services within the local system of care. The attached August 14, 2017 memorandum provides a thorough update on funding to address homelessness, including Measure H.

The Long Beach CoC (Homeless Services Division) will receive approximately \$1,874,318 as a direct allocation for the strategies. This amount will be granted for the first year of funding, based on a nine-month contract term because Measure H tax collection begins October 1, 2017, the second quarter of the County's fiscal year. Subsequent funding years will be based on 12-month contracting terms. A portion of these funds will be used to subcontract to local non-profit organizations, the rest will be administered by the Homeless Services Division. In addition, when it is time to build a year-round shelter, \$322,000 in one-time capital funding and \$667,627 in on-going funds to provide services will become available.

HONORABLE MAYOR AND CITY COUNCIL  
September 12, 2017  
Page 2

This matter was reviewed by Deputy City Attorney Linda T. Vu on August 21, 2017 and by Revenue Management Officer Geraldine Alejo on August 28, 2017.

TIMING CONSIDERATIONS

City Council action is requested on September 12, 2017, to commence the program on October 1, 2017.


FISCAL IMPACT

The City's total allocation of Measure H funding is estimated up to \$2,863,945 for the period of October 1, 2017 through June 30, 2018. An appropriation increase in the amount of \$2,863,945 is requested in the Health Fund (SR 130) in the Health and Human Services Department (HE) for FY 18 program costs, offset by reimbursement revenue. Subsequent year appropriations will be requested through the annual budget process. The Homeless Services Division plans to hire eight new full-time employees. Three Case Managers, two Outreach Workers, one Public Health Professional, and two Community Program Specialists will provide outreach services, case management, clinical and administrative support. No match or in-kind service mandate is required.

**SUGGESTED ACTION:**

Approve recommendation.

Respectfully submitted,

  
KELLY COLOPY  
DIRECTOR  
HEALTH AND HUMAN SERVICES

Attachment

APPROVED:

  
PATRICK H. WEST  
CITY MANAGER



**City of Long Beach**  
*Working Together to Serve*

**ATTACHMENT**

**Memorandum**

Date: August 14, 2017  
To: Patrick H. West, City Manager *PLW*  
From: Kelly Colopy, Director of Health and Human Services *KC*  
For: Mayor and Members of the City Council

**Subject: Funding to Address Homelessness and Measure H Update**

---

**Funding to Address Homelessness**

The City's approach to addressing homelessness is a coordinated effort that involves multiple City departments led by the Health and Human Services Department. The FY 18 Budget includes \$11.5 million in funding to address homelessness as follows:

**Health Department**

- \$7.64 million in federal grant funds for the Long Beach Continuum of Care (CoC) to provide permanent supportive housing, transitional housing, rapid rehousing, supportive services, data collection, planning and Unified Funding Agency administration.
- \$786,233 in federal grants for the Emergency Solutions Grant (ESG), Community Development Block Grants (CDBG) and HOME Programs to provide rapid rehousing and shelter services, Multi Service Center (MSC) costs related to oversight and coordination and security deposits for households.
- \$11,093 in federal pass-through grant funding for the Emergency Food and Shelter Program to provide motel vouchers for short-term placement of individuals and families experiencing homelessness.
- \$500,000 in Los Angeles County grant funds from Supervisor Hahn's Office to extend the Homeless Veteran's Initiative.
- \$100,000 in grant funds from the Council of Governments to assist in regional efforts to expand capacity for Service Planning 8 to address homelessness.
- \$134,550 in the Mayor's Fund to provide gap funding for support services not otherwise covered by grants.
- \$572,549 in Measure MA funds for proactive homeless initiatives and to support the MSC operations.
- \$540,548 in General Fund structural funding to support and operate the MSC and for grant administration.
- \$255,000 in General Fund one-time funding to fund the intradepartmental team rapid response and engagement activities.

#### Police Department

- \$351,489 in Measure MA funds to support and retain the two Quality of Life (QOL) Officers that had previously been funded by one-time Proposition H funds, which are no longer available. The QOL Officers are responsible for assisting individuals who are homeless and specifically remediating the homeless encampments throughout the City.

#### Fire Department

- \$471,045 to fund the HEART Unit. The Homeless Education and Response Team (HEART) Unit collaborates with CoC Partners throughout the City and educates fire service and community members about issues surrounding homelessness and available resources. Of the \$471,045, \$341,045 in Measure MA funds will structurally fund two Firefighter/Paramedics, and \$130,000 in General Fund (non-Measure MA) one-time funding for the acquisition of a vehicle and equipment.

#### Public Works Department

- \$118,161 in Measure MA funds for two Maintenance Assistant I positions that are dedicated to homeless rapid response clean-up activities, including encampment clean-ups and proper storage of belongings.

#### Status of Measure H

In May 2017, the Measure H Revenue Committee completed its recommendations for the distribution of Measure H funds for FY 17-18. The funds were aligned under 19 strategies to address homelessness; 6 of the 19 strategies are to be managed by the Los Angeles Homeless Services Authority (LAHSA), the Continuum of Care (CoC) for Los Angeles County and the City of Los Angeles combined. Kelly Colopy served on the Measure H Revenue Committee representing the Gateway Council of Governments (COG). The Revenue Committee recommendations were presented and approved by the Los Angeles County Board of Supervisors on June 13, 2017.

During this process, the three CoCs that are independent of LAHSA (Long Beach, Pasadena, and Glendale) began negotiations for a direct carve out of resources specific to activities provided by Continuums. The final conversation with the County's Homeless Initiative Director and LAHSA regarding carve outs for the independent CoCs was held on July 19, 2017. Participants agreed to funding amounts, and on some areas of flexibility, within strategies that will help us better meet the needs in Long Beach. Services that will be carved out specifically for Long Beach funded under Measure H include: 1) homeless prevention for single adults, 2) rapid rehousing, 3) housing location and navigation through the Coordinated Entry System, 4) outreach services, and 5) enhancing the emergency shelter system.

There is no flexibility to move funding across strategies or to utilize this funding other than what was approved in the strategies. Long Beach programs that cannot be funded utilizing Measure H resources include QOL Teams in the Police Department, the HEART unit in the Fire Department, and clean-up activities.

**Measure H Funding**

The Long Beach CoC (Homeless Services Division) will receive \$1,874,318 as a direct allocation for the five strategies outlined above. A portion of this allocation will be subcontracted out to local non-profit organizations. The \$1,874,318 represents nine months of funding because Measure H tax collection begins October 1, 2017, the second quarter of the County's fiscal year. Year two funding will reflect 12 months of funding so the amount will be higher (July 1, 2018 to June 30, 2019). The year two allocation will require a new negotiation and approval through the County Board of Supervisors.

In addition to the five strategies and funding listed above, Measure H will also benefit the City in the following ways:

- The Housing Authority will receive approximately \$770,000 in support to landlords who house homeless individuals/families. This will underwrite 220 vouchers. Participants must come through the MSC and be placed in housing using a voucher.
- Pacific Gateway is engaged in conversations to receive funding to provide employment services.
- The City will have greater access to permanent supportive housing resources from the County's Housing for Health program. The Homeless Services Division is working to negotiate a streamlined approach to gaining access to these resources.

In addition to these funding sources amounting to \$2.6 million in FY 18 and when it is time to build a year-round shelter, \$322,000 in one-time capital funding and \$667,627 in on-going funds to provide beds has been set aside. The City will work with the County and Supervisor Hahn to increase this funding, if needed, when a plan for a year-round shelter is finalized.

With the \$2.6 million in new funding through Measure H, the total available FY 18 budget to address homelessness amounts to \$14.1 million.

Should you have any questions, please feel free to contact me at (562) 570-4016 or Teresa Chandler at (562) 570-4011.

CC: CHARLES PARKIN, CITY ATTORNEY  
LAURA DOUD, CITY AUDITOR  
TOM MODICA, ASSISTANT CITY MANAGER  
KEVIN JACKSON, DEPUTY CITY MANAGER  
REBECCA JIMENEZ, ASSISTANT TO THE CITY MANAGER  
DEPARTMENT HEADS

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



# Los Angeles Homeless Services Authority

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


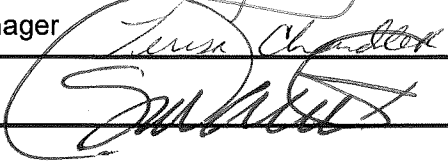

## Authorization to Sign Invoices


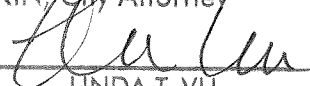
### Name and Address of Contractor

City of Long Beach  
333 W. Ocean Blvd.  
Long beach, CA 90802

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Nerissa Mojica	Financial Services Officer	
2. Teresa Chandler	Human Services Bureau Manager	
3. Shannon Parker	Homeless Services Officer	
4.		
5.		
6.		

<u>CITY MANAGER</u>	<u>SIGNATURE</u>	<u>DATE</u>
Patrick H. West		APPROVED AS TO FORM 6/14/18 6/1, 2018
* If neither is applicable, strike out		CHARLES PARKIN, City Attorney
Please provide names and signatures of not less than 2 signatories.		 LINDA T. VU DEPUTY CITY ATTORNEY

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



# Los Angeles Homeless Services Authority

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

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

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

Agency/Contractor Name: City of Long Beach

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

Select one:

\_\_\_\_\_ Checking Account, or  
\_\_\_\_\_ Savings Account

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

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

City Long Beach State CA Zip 90802

Routing Number                      Acct. No                     

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

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

Authorization:

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

Nerissa.Mojica@longbeach.gov

E-mail Address

Nerissa Mojica, Financial Services Officer

Print Name and Title

Signature 

Date 5/29/18

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## Certification Regarding Compliance With Americans With Disabilities Act

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

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

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

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

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

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

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

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

### Contractor:

City of Long Beach

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

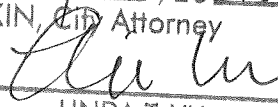
Patrick H. West, City Manager

NAME/TITLE

  
SIGNATURE

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

6/4/18  
DATE  
MOVED AS TO FORM  
6/1, 2018  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

**Exhibit G**  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

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

### **Instructions for Certification**

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

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

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

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

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

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

**Contractor:** City of Long Beach

**Name and Title of Authorized Representative**

  
\_\_\_\_\_  
SIGNATURE


Patrick H. West, City Manager

\_\_\_\_\_  
NAME & TITLE

Tom Modica  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

6/4/18  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM

6/1, 2018  
\_\_\_\_\_  
CHARLES PARKIN, City Attorney  
By   
\_\_\_\_\_  
LINDA T. VU  
DEPUTY CITY ATTORNEY

**Exhibit H**  
**1. County Certification**  
**2. Disclosure Regarding Lobbying**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES

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

Commissioners

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

Monique King-Viehlend  
Acting Executive Director

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

Name of Firm: City of Long Beach

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

Address: 2525 Grand Ave., Long Beach, CA 90815

Phone #: \_\_\_\_\_

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

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

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

Patrick H. West

NAME

SIGNATURE

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

City Manager

TITLE

DATE

APPROVED AS TO FORM

8/1, 2018  
CHARLES PARKIN, City Attorney

By

LINDA T. VU  
DEPUTY CITY ATTORNEY



# Los Angeles Homeless Services Authority

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

---

## Federal Certification Regarding Lobbying

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

Contractor and each lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (Ordinance 93-0031), retained by Contractor, shall fully comply with the requirements as set forth in said County Code. 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 Contractor will comply with the County Code.

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

Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 C.F.R. 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 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.

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

Failure on the part of Contractor or persons/subcontractors acting on behalf of Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

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

**Federal Certification Regarding Lobbying (continued)**

shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


**Contractor** City of Long Beach

**Authorized Signature:**  6/4/18  
Patrick H. West, City Manager Date

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 20 18  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

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

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

**CONTRACTS PROHIBITED**

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

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

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

Patrick H. West, City Manager

\_\_\_\_\_  
Authorized Official's Printed Name and Title




\_\_\_\_\_  
Authorized Official's Signature

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 2018  
\_\_\_\_\_  
CHARLES PARKIN, City Attorney  
By \_\_\_\_\_  
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

### Grounds For Rejection

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

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

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

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

Patrick H. West, City Manager

\_\_\_\_\_  
Authorized Official's Name and Title



\_\_\_\_\_  
Authorized Official's Signature


Tom Modica

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

6/4/18  
Date

APPROVED AS TO FORM

6/1, 2018  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

**Exhibit K**  
**Certification of Compliance With Equal Benefits Ordinance**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

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

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

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach

Company Address: 2525 Grand Avenue

City: Long Beach State: CA Zip: 90620

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

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

Approximate Number of Employees in the United States: 6,008

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

**SECTION 2. COMPLIANCE QUESTIONS**

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

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

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

## COMPLIANCE

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

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

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


### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

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

Executed this 4<sup>th</sup> day of June, in the year 2018, at Long Beach, CA  
(City) (State)

  
\_\_\_\_\_  
Signature  
Patrick H. West  
\_\_\_\_\_  
Name of Signatory (please print)  
City Manager  
\_\_\_\_\_  
Title

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

333 West Ocean Blvd.

Mailing Address

Long beach, CA 90802

City, State, Zip Code

APPROVED AS TO FORM

Federal ID Number

6/1, 2018  
CHARLES PARKIN, City Attorney

By

  
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit L**  
**Contractor's EEO Certification**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

### Contractor's EEO Certification

City of Long Beach

Contractor Name

2525 Grand Avenue, Long beach, CA 90815

Address

Internal Revenue Service Employer Identification Number: [REDACTED]

#### GENERAL CERTIFICATION

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

#### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Patrick H. West, City Manager

Authorized Official's Printed Name and Title

*Tom Modica*

Authorized Official's Signature

Tom Modica

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Date

*6/4/18*

APPROVED AS TO FORM

*6/11*, 20 *18*  
CHARLES PARKIN, City Attorney

By

*Linda T. Vu*  
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## **Contractor Acknowledgement and Confidentiality Agreement**

**Contractor:** City of Long Beach

### **GENERAL INFORMATION:**

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

### **CONTRACTOR ACKNOWLEDGEMENT:**

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

Signature: \_\_\_\_\_

Date: 6/4/18

Patrick H. West, City Manager  
\_\_\_\_\_

Name and Title

Tom Modica  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 2018  
CHARLES PARKIN, City Attorney

By \_\_\_\_\_

Linda T. Vu  
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## Contractor's Non-Employee Acknowledgement and Confidentiality

Agreement Number: 2017CNGFH171

Contractor: City of Long Beach

### GENERAL INFORMATION:

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

### NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

### CONFIDENTIALITY AGREEMENT:

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

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

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

Signature: 

Date: 6/4/18

Contractor's Non-Employee Name: \_\_\_\_\_

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

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1/18, 2018  
CHARLES PARKIN, City Attorney

By 

LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

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

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

#### **2.203.010 Findings.**

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

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

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

#### **2.203.030 Applicability.**

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

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

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

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

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

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

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

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

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

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

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

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 200

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

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

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

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II - Certification of Compliance**


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

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

Print Name: Patrick H. West



Tom Modica Signature:  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

6/4/18  
APPROVED AS TO FORM  
Date: 6/1, 2018  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

**REQUIRED FORMS \_\_\_ EXHIBIT \_\_\_**

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**


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

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

Print Name: Patrick H. West	Title: City Manager
Signature: 	Date: 6/4/18

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

Tom Modica  
Assistant City Manager  
  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 2018  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## Charitable Contributions Certification

City of Long Beach

Company Name:

2525 Grand Avenue, Long Beach, CA 90815

Address:

Internal Revenue Service Employer Identification Number:

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

  
Signature

6/4/18  
Date

Patrick H. West, City Manager

Name and Title of Signer

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 2018  
CHARLES PARKIN, City Attorney

By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



# Los Angeles Homeless Services Authority

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

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## HMIS Compliance Certification for CoC Projects

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

Contractor shall follow, comply, and enforce the HMIS Organization Agreement, which must be signed by Contractor before access is granted to the Los Angeles CoC HMIS. Contractor shall also ensure that all of its HMIS Users follow, comply, and enforce the HMIS User Agreement; each User must sign an HMIS User Agreement before being grant access to the Los Angeles CoC HMIS.

Contractor is required to enter all new participant data into the Los Angeles CoC HMIS within three (3) business days after accepting them in your program. This data includes all demographic and economic profile data, as well as housing/homelessness status.

For contractors providing Transitional Housing, Safe Haven, Supportive Services Only, Permanent Housing – Rapid Re-housing (RRH) or Permanent Housing – Permanent Supportive Housing (PSH), Contractor must enter accurate bed assignment and utilization data into the Los Angeles CoC HMIS to reflect the program's bed utilization and support the operation of the HMIS Dashboard System, on a daily basis.

Contractor is required to enter all current participant data within three (3) business days into Los Angeles CoC HMIS upon any "client activity" or "event". "Client Activity" is defined as client utilization of any services offered by the program, such as case management or meals. "Event" is defined as the accomplishment of a milestone, a change in the client's demographic or economic profile, or program exit and exit status.

All data pertaining to a specific mid-term or annual report must be entered no later than thirty (30) business days beyond the end of its specified reporting period. Contractor shall run and validate results of mid-term and annual reports on a monthly basis to ensure data for the reports is monitored throughout the report period.

If Contractor is unable to generate electronic mid-term or annual reports with satisfactory results, then contractor must report that to LAHSA no later than 2 weeks from the mid-term end date and no later than one month from the Agreement end date.

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

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

### HMIS Compliance Certification (continued)

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

Contractor shall complete and provide to LAHSA all HMIS forms, including but not limited to the Program Set Up Form and the Bed/Room Assignment Chart, within three (3) business days from receipt of such forms.

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

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

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

**Contractor:** City of Long Beach

\_\_\_\_\_  
Print Contractor Name

**HMIS Representative:** Michelle Mel Duch, HMIS Coordinator

\_\_\_\_\_  
Printed Name and Title of HMIS Representative

562-570-4045

michelle.melduch@longbeach.gov

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address

**Authorized Signature:**



6/4/18  
Date

Tom Modica  
Assistant City Manager

Print Name/Title: Patrick H. West, City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

6/1, 2018  
CHARLES PARKIN, City Attorney

By

  
LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## Insurance Requirements

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

### Limits

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

Please, refer to Section 32, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, of this Agreement for specific information regarding language which needs to appear in the certificate of insurance.

**(Continued)**  
**Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

1  
**CITY OF LONG BEACH**  
**CERTIFICATE OF SELF-INSURANCE**



**With respect to:**

(Agreement Title/License  
and subject/location)

Measure H Agreement Grant Number 2017 CNGFH171 with the Los Angeles  
Homeless Services Authority (LAHSA) from July 1, 2017 to June 30, 2018, inclusive.

City of Long Beach  
Program Coordinator

Jimmy Nguyen, Program Analyst, Health Phone (562) 570-4177

**Between the City of Long Beach and**

**Certificate Holder:**

(Name and Location)

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

Contact Person

Tyler Douglas, Specialist, Contracts & Grants, LAHSA Phone (213) 892-0093

**Type of Coverage:**

Commercial general liability equivalent to CG 00 01 10 93 in an amount of

\$1 million per occurrence and \$ 2 million in general aggregate. Commercial automobile liability equivalent to  
CA 00 10 06 92 covering owned, hired, and non-owned autos in an amount of \$1,000,000 combined single  
limits. Statutory workers' compensation and employer's liability in an amount of \$500,000 each accident or  
occupational disease; Special perils property insurance covering LAHSA-owned or leased property provided to  
with respect to this Agreement at replacement cost

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice to Certificate Holder.

This Certificate does not amend, extend or alter the coverage evidenced herein.

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

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

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

Certificate no. 2018-054C

Certified by:

A handwritten signature in dark ink, appearing to read "Randall Sellers", written over a horizontal line.

Randall Sellers  
Risk Manager

Coverage period: July 1, 2017 – June 30, 2018

Date issued: May 29, 2018

**CITY OF LONG BEACH**  
**ADDITIONAL COVERED INTEREST ENDORSEMENT**  
**TO CERTIFICATE NO. 2018-054C**



**Additional Covered Interest:**

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

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

**Measure H Agreement Grant Number 2017 CNGFH171** with the Los Angeles Homeless Services Authority (LAHSA) from July 1, 2017 to June 30, 2018, inclusive

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

Certified by:

Randall Sellers  
Risk Manager

Coverage Period\*: 07/01/2017 – 06/30/2018

*\*unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2018-054E

Date issued May 29, 2018

**Exhibit T**  
**Participant Termination and Grievance Policies and Procedures**  
**(Please Provide)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**



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

**POLICY**

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

**NON-DISCRIMINATION**

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

**GRIEVANCE PROCEDURE**

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

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

## CLIENT GRIEVANCE

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

### **ADMINISTRATIVE REVIEW**

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

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION


Company Name: City of Long Beach		
Company Address: 333 West Ocean Boulevard		
City: Long Beach	State: CA	Zip Code: 90802
Telephone Number: 562-570-6916	Email address: Patrick.West@longbeach.gov	
Solicitation/Contract for <u>Measure H Homeless</u> Services		

### PROPOSER CERTIFICATION

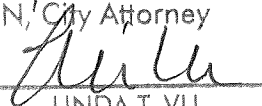
Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

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

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

Print Name: Patrick H. West	Tom Modica Assistant City Manager	Title: City Manager
Signature: 	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER	Date: 6/4/18

APPROVED AS TO FORM

6/1, 2018  
 CHARLES PARKIN, City Attorney  
 By   
 LINDA T. VU  
 DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**


**Agreement Number: 2017CNGFH171**

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

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

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


City of Long Beach

Contractor Agency Name	Tom Modica
Patrick H. West, City Manager	Assistant City Manager
Contractor Representative Name and Title	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
	
Official's Signature	

APPROVED AS TO FORM

6/11, 2018


CHARLES PARKIN, City Attorney

By  LINDA T. VU  
DEPUTY CITY ATTORNEY

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

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

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

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

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

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

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

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

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

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

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

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

**3. *Access to bathrooms***

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

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

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

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

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

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

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

**Procedures**

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

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

### **Policy Implementation Guidance**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Other Resources**

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

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

**Source** Los Angeles LGBT Center, Transgender Economic Empowerment Project

**Link** forthcoming

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

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

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

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

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

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

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

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

## **Definition of Terms Used**

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

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

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


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

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

**Exhibit EE**  
**Housing Protections Under the Violence Against Women Act (VAWA)**  
**in the Los Angeles Continuum of Care Policy**  
**(on next page)**

**Contractor: City of Long Beach**

**Agreement Number: 2017CNGFH171**

	<b>Policy: Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care</b>
	<b>Submitted By: Policy and Systems Department</b>
<b>Policy and Systems Department</b>	<b>Approved By and Date:</b> Approved by Los Angeles CoC Board –December 13, 2017 Approved by Policy and Planning Committee –January 18, 2018 Approved by Commission –January 26, 2018

## I. Purpose:

The Los Angeles Homeless Services Authority (LAHSA) affirms the right of all individuals and affiliated individuals experiencing homelessness in the Los Angeles Continuum of Care (LA CoC) to access services and housing for which they are eligible by promoting safe housing environments for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. To ensure the provision of safe housing environments, this policy requires housing providers to establish procedures and protections for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). LAHSA extends VAWA housing protections to include individuals experiencing human trafficking. All LAHSA-contracted permanent housing and transitional housing providers, regardless of funding source, must ensure safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. All LAHSA-contracted “safe havens” are subject to the protections outlined in Section 3, subsections a) and b) of this policy.

## II. Definitions:

1. Actual and Imminent Threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm could occur.
2. Affiliated Individual, with respect to an individual refers to a spouse, parents, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.
3. Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the grantor and State or local law, such that certain tenants, lawful occupants, or residents can be evicted or removed and the remaining tenants, lawful occupants, and residents can continue to reside in the unit under the same lease

requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants, lawful occupants, or residents.

4. Housing Provider refers to the individual or entity under a housing program that has responsibility for the administration and/or oversight of VAWA protections and includes Public Housing Agencies (PHAs), sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the housing programs identify the individual or entity that carries out the duties and responsibilities of the housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a housing provider, the housing provider may not always be the same individual or entity.
5. Sexual Assault is any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
6. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a. Fear for the person's individual safety or the safety of others; or
  - b. Suffer substantial emotional distress.
7. Internal emergency transfer refers to an emergency relocation of a participant to another unit where the participant would not be categorized as a new applicant; that is, the participant may reside in the new unit without having to undergo an application process.
8. External emergency transfer refers to an emergency relocation of a participant to another unit where the participant would be categorized as a new applicant; that is the participant must undergo an application process in order to reside in the new unit.
9. Safe unit refers to a unit that the person experiencing domestic violence, dating violence, sexual assault, and/or stalking believes is safe.
10. Abuser or perpetrator<sup>1</sup> in this context refers to an individual who commits domestic violence, dating violence, sexual assault, or stalking as defined in the Violence Against Women Reauthorization Act of 2013.
11. Safe Haven<sup>2</sup>, for the purposes of defining chronically homeless, refers to supportive housing that meets the following:
  - a. Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
  - b. Provides 24-hour residence for eligible persons for an unspecified period;
  - c. Has an overnight capacity limited to 25 or fewer persons; and
  - d. Provides low-demand services and referrals for the residents
12. Abuse under California Family Code Division 10, Part 1, Section 6203 means any of the following:
  - a. To intentionally or recklessly cause or attempt to cause bodily injury.
  - b. Sexual assault.
  - c. To place a person in reasonable apprehension of imminent serious bodily injury to that person or to another.
  - d. To engage in any behavior that has been or could be cause for a protective order or the issuance of any California family or juvenile court restraining order.
    - i. Abuse is not limited to the actual infliction of physical injury or assault and can be verbal (spoken), emotional, psychological or many other forms.

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<sup>1</sup> Definition is taken from HUD Form 5380 Notice of Occupancy Rights

<sup>2</sup> Definition under 24 CFR § 578.3

13. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by:
- a. A current or former spouse or intimate partner of the victim,
  - b. A person with whom the victim shares a child in common,
  - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
  - d. A person similarly situated to a spouse of the victim under local domestic or family violence laws,
  - e. Any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws, or
  - f. Any other person related by consanguinity or affinity within the second degree.
- This includes a learned behavior pattern of behavior of behaviors used by one person in a relationship to have power over and control the other person; and includes physical, emotional, economic abuse and/or sexual assault.<sup>3</sup>
14. Dating Violence is violence or abuse committed by a person:
- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim, which includes frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement independent of final considerations; and,
  - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - i. The length of the relationship;
    - ii. The type of relationship; and
    - iii. The frequency of interaction between the persons involved in the relationship.
15. Human Trafficking refers to:
- a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, deceit, violence, duress, menace or threat of unlawful injury or in which the person induced to perform such act has not attained 18 years of age; or
  - b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery,
  - c. The deprivation or violation of the personal liberty of another with the intent to obtain forced labor or services, procure or sell the individual for commercial sex, or exploit the individual in obscene matter.

### **III. Policy:**

#### **1. Notice of Occupancy Rights**

All LAHSA-contracted permanent housing and transitional housing providers ("housing providers") shall provide written notification to applicants, participants (tenants), and property owners or managers concerning the rights and obligations created under VAWA.

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<sup>3</sup> Los Angeles County Department of Child and Family Services (DCFS) Policy 0070-537.10  
[http://policy.dcfs.lacounty.gov/content/Assessing\\_Domestic\\_Viole.htm](http://policy.dcfs.lacounty.gov/content/Assessing_Domestic_Viole.htm)

Housing providers shall provide a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to applicants and participants at the following times:

- a) When the applicant is denied assistance or admission to permanent housing or transitional housing
- b) When the applicant is provided assistance or admission to permanent housing or transitional housing;
- c) When a participant is given notification of eviction or notification of termination of assistance;
  - i. Tenant-based rental assistance (TBRA) providers shall ensure that the property owner or manager of the housing provides a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to participants with any notification of eviction.
- d) When an existing program participant undergoes an annual recertification or lease renewal process. When there will be no recertification or lease renewal for a participant, through written notice.

The *Notice of Occupancy Rights* and all related forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).<sup>4</sup>

## **2. Contract, Lease, and/or Occupancy Agreement Provisions**

Contracts and leases between LAHSA, housing providers, and property owners or managers that rent units to individuals participating in LAHSA-contracted housing programs, shall include the requirement to comply with the provisions established by this policy.

A lease addendum modeled after HUD Form 91067<sup>5</sup> may be used to include the VAWA provisions to new and existing contracts.

## **3. Protections Provided Under VAWA**

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

- a) Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- b) Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the

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<sup>4</sup> The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a).

<sup>5</sup> HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website:

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud9](https://www.hud.gov/program_offices/administration/hudclips/forms/hud9).

- participant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- c) Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant's household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
  - d) Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, stalking and/or human trafficking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.
    - i. If a family receiving TBRA separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
  - e) Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations **not** premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
  - f) Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.
  - g) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to property damage caused by an abuser or perpetrator.
  - h) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim. For example:
    - i. Unauthorized Occupancy—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is being manipulated by an abuser or perpetrator to acquiesce to their unauthorized presence in the unit.
    - ii. Non-reported Income—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is unable to report household income because the abuser or perpetrator will not provide the documentation or has lied about their employment status.

- i) If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

#### **4. Limitations of VAWA Protections**

Under VAWA, housing providers are not precluded from:

- a) Complying with a court order, when notified of said court order, in respect to the rights of access or control of property, including civil and/or criminal protection orders issued to protect a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking or in respect to the distribution or possession of property among members of a household. This includes orders of protection issued by family court, probate court, juvenile court or any other court having jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- b) Evicting or terminating assistance to a participant for any violation **not** premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that is in question against the participant or an affiliated individual of the participant as described in this policy.
- c) Evicting or terminating assistance to a participant if the housing provider can demonstrate an actual and imminent threat would persist against other program participants or those employed at or providing services to the property of the housing provider, if said participant is not evicted or has their assistance terminated.
  - i. Housing providers may only take such action to terminate assistance or evict where there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:
    - a. Transferring the victim to a different unit;
    - b. Barring the perpetrator from the property;
    - c. Contacting law enforcement to increase police presence or develop other plans to keep the property safe; or
    - d. Seeking other legal remedies to prevent the perpetrator from acting on a threat.
  - ii. Restrictions predicated on public safety shall not be based on stereotypes but must be tailored to particularized concerns about individual residents.

#### **5. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

A person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking need only self-certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist. In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

Housing providers shall provide a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, the housing provider may request documentation in writing.

The applicant or participant may elect to use a *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking* form or provide one of the following forms of documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the participant's fears and injuries and the effect that each abusive incident has had on the participant and their family;
- b) Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if participant attended counseling;
- j) Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- k) Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.

Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

If a housing provider receives documentation containing conflicting information or certification forms from two or more members of a household, each claiming to be experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and naming one or more of the other petitioning household members as the abuser or perpetrator, the housing provider may require an applicant or participant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for third-party documentation.

## 6. Confidentiality

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

- a) Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.
- b) Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking into any shared database.
- c) Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

## 7. Emergency Transfer Plan

Housing providers shall customize the *Model Emergency Transfer Plan* where indicated in bold and where otherwise appropriate. Using the model form as is will *not* satisfy the requirement for housing providers to develop an Emergency Transfer Plan under VAWA.<sup>6</sup>

Housing providers shall adopt an emergency transfer plan based on a *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*. Housing providers shall

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<sup>6</sup> For further guidance see the HUD Multifamily Office VAWA Q&A:  
[https://www.hud.gov/sites/dfiles/Housing/documents/Revised\\_VAWA\\_QA.pdf](https://www.hud.gov/sites/dfiles/Housing/documents/Revised_VAWA_QA.pdf)

put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request.

Housing providers shall create an emergency transfer plan that must:

- a) Detail the measure of any priority given to participants who qualify for an emergency transfer under VAWA in relation to other categories of participants seeking transfers and individuals seeking placement on waiting lists.
- b) Incorporate strict confidentiality measures to ensure that the housing provider or persons under their employ do not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.
- c) Include a list of local resources for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- d) Describe policies for participants to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- e) Describe policies for assisting a participant in making an internal emergency transfer under VAWA when a safe unit is not immediately available.
  - i. These policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests pursuant to the Los Angeles CoC Coordinated Entry System (CES) Prioritization Policy.
  - ii. The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- f) Describe reasonable efforts the housing provider will take to assist a participant who wishes to make an external emergency transfer when a safe unit is not immediately available.
- g) Include policies for assisting a participant who is seeking an external emergency transfer under VAWA out of the housing provider's program or project and for assisting a participant who is seeking an external emergency transfer under VAWA **into** the housing provider's program or project. These policies may include:
  - i. Arrangements, including memoranda of understanding, with other housing providers to facilitate moves; and
  - ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- h) Include policies to allow participants to seek an internal and external emergency transfer concurrently if a safe unit is not immediately available.
- i) Describe policies for a participant who has tenant-based rental assistance and who is eligible for protections under VAWA to move quickly while retaining their assistance, where applicable.
- j) In situations involving family breakups due to the emergency transfer, specify what will happen with respect to the non-transferring family member(s).
- k) Permit a participant to terminate lease or occupancy agreement without penalty if they

qualify for an emergency transfer under the emergency transfer plan.

#### ***A. Eligibility for Emergency Transfer***

Eligibility for an emergency transfer shall be established where participants who have self-certified as experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking:

- a) Expressly request the transfer in writing and;
- b) Reasonably believe there is a threat of imminent harm from further abuse if they remain within the same dwelling unit they are currently occupying.

Participants shall also be eligible for emergency transfer if they have experienced sexual assault on the premises. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. Housing providers shall not set additional eligibility requirements for an emergency transfer. To establish eligibility for an emergency transfer under VAWA (as described in their emergency plan) housing providers shall only require:

- a) A participant's written request to the housing provider for an emergency transfer where the participant certifies that they meet the criteria for protections under VAWA.
- b) Documentation of the occurrence(s) of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (in accordance with Section 5 of this policy) for which the participant is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. The documentation may be requested at the discretion of the housing provider.

#### ***B. Reporting***

Housing providers shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a minimum of three years. Requests and outcomes of such requests must be reported annually to LAHSA; LAHSA will report records annually to HUD.

#### ***C. Confidentiality***

Housing providers shall not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

#### ***D. Emergency Transfer Timing and Availability***

Housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to another unit subject to availability and safety of unit.

Participants may use an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form. Participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking may provide self-certification concurrently with the emergency transfer request if they have not previously self-certified.

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who have or are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, the California Safe at Home Program at 1-877-322-5227, or a local domestic violence resource center for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY) and the California Safe at Home Program at 1-916-651-1304 (TTY).

Participants who have experienced sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have experienced stalking may seek help by visiting the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Participants who have experienced human trafficking may call the National Human Trafficking Hotline at 1-888-373-7888, or visit the online hotline at <https://polarisproject.org/get-assistance/national-human-trafficking-hotline>.

## **8. Bifurcation of Lease**

Housing providers may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking without regard for whether such household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and other household members to remain in the unit for 12 months to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.

## **9. Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**

According to California Civil Code Sections 1941.5 and 1941.6,<sup>7</sup> “A landlord shall change the locks of a protected tenant’s dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks.” If a housing provider is also a property owner or “landlord”, they shall change the locks for a housing unit pursuant to California Civil Code Sections 1941.5 and 1941.6.

All housing providers shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking from an alleged abuser or perpetrator. Housing providers shall seek prior funding approval from LAHSA for any alternative precaution that exceeds 50% of the administrative costs associated with processing an emergency transfer request.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. Housing providers shall, at a participant’s request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that are listed in the emergency plan.

## **10. Non-Discrimination**

No applicant or participant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

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<sup>7</sup> California Civil Code Sections 1941.5 and 1941.6 require property owners to change locks within 24 hours for tenants who are victims of domestic violence, sexual assault or stalking and who have a restraining order or police report: [http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill\\_id=200920100SB782](http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=200920100SB782).

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

1. Exhibit U – LAHSA Grievance Resolution Appeal Form
2. Exhibit V – Participant Eligibility Guide
3. Exhibit W – LAHSA Minimum Program Standards
4. Exhibit X – LAHSA Contractor’s Accounting Handbook
5. Exhibit Y – Internal Revenue Service No. 1015
6. Exhibit Z – Safely Surrendered Baby Law
7. Exhibit AA – Standardized Tuberculosis (“TB”) Guidelines