

LICENSE AGREEMENT

Between City of Los Angeles
and Ocean Park Community Center dba The People Concern

711 North Alameda Street, Los Angeles, California 90012 (Parking Lot 5)

This license agreement (“License”) is dated for reference purposes only as of _____, and entered into by and between the City of Los Angeles as licensor (“City” or “Licensor”) and Ocean Park Community Center dba The People Concern as licensee (“Licensee”) on the terms and conditions set forth herein. City is a municipal corporation, organized under the laws of the State of California, acting by and through its El Pueblo De Los Angeles Historical Monument Authority Department (“El Pueblo”) located at 125 Paseo de la Plaza, Los Angeles, CA 90012. Ocean Park Community Center dba The People Concern (“The People Concern” or “Licensee”) is a California nonprofit corporation with its principal office located at 526 San Pedro Street, Los Angeles, CA 90013. For purposes of this License, City and Licensee are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. In 2018, the City constructed a temporary bridge housing facility known as “El Puente” on Parking Lot 5, located at 711 North Alameda Street, Los Angeles, CA 90012 that is comprised of the following improvements: five (5) trailers and associated infrastructure that are used for housing, shower and laundry facilities, and administrative office space (“Equipment” or “Improvements”). The site and Improvements are referred to herein as the “Premises.”

B. In 2018, the City entered into a three-year license agreement with The People Concern to provide them with access to and use of the Premises for the operation of El Puente that expired on June 30, 2021 (C-131736).

C. Due to the continuing homelessness crisis in the City including the areas near El Puente, on August 26, 2021 the Board of El Pueblo de Los Angeles Historical Monument Authority Commissioners (“Board”) adopted Board Report 21-0008 and Resolution 21-0008A to authorize the continued use of Parking Lot 5 for the operation and maintenance of El Puente and also authorized the General Manager of El Pueblo to enter into a three-year license agreement with The People Concern to continue to operate and maintain the temporary bridge housing site.

D. The sole purpose of this License is provide Licensee with access to and use of the Premises for the operation of the temporary bridge housing facility.

LICENSE AGREEMENT

ARTICLE 1. BASIC PROVISIONS

1.1. **Capacity of City as Licensor.** Except where clearly and expressly provided otherwise in this License, the capacity of City in this License shall be as a licensor only, and any obligation or restriction, if any, imposed by this License on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of City in its governmental capacity, including but not limited to enacting laws, inspecting structures, reviewing and issuing permits, or all other legislative, administrative, or enforcement functions of City pursuant to federal, state, or local law. Nothing in this License shall be construed as abrogating or limiting any immunity or exemption to which City is entitled under law.

1.2. **City Representative.** El Pueblo de Los Angeles Historical Monument, or any other City department designated by the City Council of Los Angeles, shall be City's representative with respect to all License matters, except that any revision of this License or any proposed assignment or sublicense of all or part of the Premises must be approved by the Board in accordance with Los Angeles Administrative Code Section 22.632.

1.3. **Execution Date.** The term "Execution Date" shall mean the date on which the Office of the City Clerk of Los Angeles attests this License, except in the event that Licensee executes this License after such attestation, in which case the date of such execution by Licensee shall be the Execution Date. Upon execution by the parties hereto, the terms and conditions of this License shall be deemed to be in full force and effect as of July 1, 2021.

1.4. **License Only.** This License authorizes Licensee to use the property under a license only and does not confer any rights of possession to the Premises to Licensee.

ARTICLE 2. PREMISES AND USES

2.1. **Premises.** City hereby temporarily licenses to Licensee, and Licensee hereby licenses from City, the Premises (described in the Recitals above and depicted in Exhibit A hereto) on the terms and conditions set forth in this License.

2.2. **Use of Premises.** Licensee agrees to use the Premises and to exercise this License only to the extent needed to operate the temporary bridge housing facility known as El Puente ("El Puente"). Any other use is prohibited. In operating the El Puente, Licensee shall provide the services and otherwise comply with the requirements set forth in the LAHSA Services Contract, attached hereto as Exhibit B.

2.3. **Homeless Facility Standards.** Licensee hereby acknowledges that, as of the date Licensee executes this License, the Improvements provided by City are in compliance with the LAHSA Facility Standards, set forth in Exhibit C hereto. To assure that El Puente is effectively operated at the Premises during the Term, Licensee shall ensure that the

Improvements continue to comply with the LAHSA Facility Standards. Upon discovery of noncompliance with the LAHSA Facility Standards, Licensee shall immediately notify and consult with City on how to resolve such noncompliance. Licensee shall resolve the noncompliance within thirty (30) days of the discovery thereof.

2.4. **Hours of Operation of Premises.** Licensee shall operate El Puente on a twenty-four (24) hours-a-day, seven (7) days-a-week basis, except where the Premises or the Improvements thereon are unusable by reason of casualty.

2.5. **Acceptance of Premises.** Licensee shall take Premises in its “as-is, where-is, with-all-faults” condition as of the date Licensee executes this License. Licensee acknowledges that City has not made, directly or indirectly, any express or implied representation regarding the Premises, including without limitation the condition or suitability of the Premises for any use. Licensee represents that, as a knowledgeable, experienced, and sophisticated party, Licensee relies solely on its own knowledge and independent investigation of the Premises in entering into this License. Licensee acknowledges that City has afforded Licensee a full opportunity to conduct such investigation of the Premises as Licensee deemed necessary to satisfy itself as to the condition and suitability of the Premises.

ARTICLE 3. TERM

3.1. **Term.** The term of this License (“Term”) shall commence on July 1, 2021 and shall expire three (3) years thereafter, unless the Term is terminated earlier pursuant to provisions of this License.

3.2. **Early Termination.** Notwithstanding any other provision of this License, City shall have the unilateral right to terminate this License (i) at any time for any reason upon thirty (30) days’ written notice to Licensee, or (ii) immediately upon the termination or expiration of the Equipment Lease (as defined below) or the relinquishment of the Equipment pursuant to the Equipment Lease. In the event of such early termination, Licensee shall have no right or claim to any payment or other form of compensation.

3.3. **Condition of Surrendered Premises; Removal of Personal Property.** Upon expiration or earlier termination of this License, Licensee shall peaceably surrender the Premises and all alterations and additions thereto, broom-clean, in good order, repair, and condition (reasonable wear and tear excepted). Upon such expiration or termination, Licensee shall, without expense to City, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by Licensee or installed or placed by Licensee at its expense on the Premises, and such similar articles of other persons claiming under Licensee, as City may, in its sole discretion, require to be removed. Licensee shall repair at its own expense all damage to the Premises resulting from such removal.

ARTICLE 4. MONETARY RENT AND CONSIDERATION

- 4.1. **Monetary Rent.** Licensee shall not be required to pay City any rent.
- 4.2. **Security Deposit.** Licensee shall not be required to pay City a security deposit.
- 4.3. **Consideration for License.** Consideration for this License shall include Licensee providing services to participants at El Puente and its maintenance of the Premises in accordance with this License, including without limitation Articles 2 and 7 hereof.

ARTICLE 5. NOTICES

5.1. **Notices.** All notices and demands permitted or required to be given by either Party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, or transmitted by fax, in which case the receiving Party shall immediately confirm receipt of the notice or demand. All notices and demands are effective upon receipt. The Premises' address shall be included in such notices and demands. For purposes of such notices and demands, the Parties' addresses are set forth in Section 5.2 below. Either Party may designate another person or place in such notices and demands.

5.2. **Notices – Where Sent.** All notices given under this License that are mailed or faxed shall be addressed to the respective Parties as follows:

To City:

City of Los Angeles
El Pueblo de Los Angeles Historical
Monument
Suite 300, Biscailuz Building
125 Paseo de la Plaza
Los Angeles, CA 90012
FAX: (213) 485-8238

with a courtesy copy of any notice to:
Office of the Los Angeles City Attorney
General Counsel Division
City Hall East, Room 701
200 North Main Street
Los Angeles, CA 90012
FAX: (213) 978-8222

To Licensee:

Ocean Park Community Center dba
The People Concern
Attn: John Maceri, Executive Director
526 San Pedro Street
Los Angeles, CA 90013
FAX: (213) 683-0969

ARTICLE 6. IMPROVEMENTS AND ALTERATIONS

6.1. **Improvements.** Based on its independent inspection, Licensee acknowledges and agrees that, as of the date Licensee executes this License, City completed and provided on the Site all of the Improvements and Infrastructure Systems (defined below), as well as any other improvement necessary for the operation of El Puente at the Premises. Without limiting the terms and conditions of this License, the exercise by Licensee of any of its rights with respect to the Improvements set forth herein, and the performance of any obligations of Licensee with respect to the Improvements, shall also be subject to any applicable terms and conditions of the City's Annual Requirements Contract with Mobile Modular Management Corporation (Annual Requirements Contract No. 21000000076), a copy of which is attached hereto as Exhibit E ("Equipment Lease"), pursuant to which City leased certain Equipment.

6.2. **Alterations.** With prior written notice to City, Licensee may make improvements, alterations, and additions (collectively, "Alterations") to the Premises, provided that such Alterations are reasonably necessary for the operation of El Puente and do not (a) affect the integrity or the exterior appearance of any of the structures or any portion thereof, (b) modify the Infrastructure Systems or any portion thereof, or (c) change the configuration of the interior of any of the structures or any portion thereof ("Major Alterations"). Licensee shall not move or in any way modify the Equipment without prior written consent of the City and any alterations to the Equipment shall be made in accordance with the Equipment Lease and the provisions contained herein. Licensee may make Major Alterations in accordance with plans and specifications that Licensee prepared at its own cost and expense, and that the El Pueblo General Manger approved in writing at his sole discretion before the commencement of construction of such Major Alterations. Licensee shall pay the entire cost of any Alteration or Major Alteration, including design costs and fees related thereto. In granting approval for Major Alterations, the El Pueblo General Manager may require they be so designed and constructed as to allow either the structure to be restored to its previous condition at the termination of this License or to allow the changed structure to be usable by City or a subsequent Licensee. Other approval, permit, or inspection requirements, including without limitation approvals from the Board, City's Cultural Heritage Commission or Department of Building and Safety, are in addition to the approval of the El Pueblo General Manager and shall be obtained where required by law. Before starting any work, Licensee or its contractor shall obtain a bond or other security satisfactory to City's Risk Manager in compliance with this License.

6.3. **Premises to Remain Unencumbered.** Licensee shall keep the Premises free and clear of any lien relating to an Alteration by Licensee or otherwise. Should Licensee fail to do so or should Licensee fail to have any lien removed from the Premises within thirty (30) days' notice by City, in addition to any other remedy available thereto, City shall have the right (but not the obligation) to take action to remove the lien, and Licensee shall indemnify and hold harmless City for all costs and expenses, including attorney fees, incurred by City in having the lien removed from the Premises.

6.4. **"Infrastructure Systems" – Defined.** As used in this License, the term "Infrastructure Systems" shall mean any machinery, transformer, duct work, conduit, pipe, bus

duct, cable, wire, or other equipment, facility or system designed to supply to the Premises, or any portion thereof, heat, ventilation, air conditioning, humidity, any other service or utility, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire–life–safety system or equipment, or any other mechanical, electrical, electronic, computer, or other system or equipment that services the Premises, or any portion thereof, in whole or in part.

6.5. **Manner of Construction.** Licensee acknowledges and agrees that City has constructed all Improvements in conformance with applicable rules and regulations of federal, state, county, or City codes and ordinances, and pursuant to City-issued building permits, where necessary. Licensee shall construct all Alterations, if any, in conformance with applicable rules and regulations of federal, state, county, or City codes and ordinances, and pursuant to City-issued building permits, where necessary.

6.6. **“As Built” Drawings.** For any Major Alteration, within fifteen (15) days of completion thereof, Licensee shall submit to City reproducible “as built” drawings of such Major Alteration constructed on the Premises (except for any security system).

6.7. **Insurance for Alterations.** Before commencing construction of any Alteration, Licensee shall comply with the insurance provisions set forth in Article 10 of this License and provide evidence of the insurance-policy types and amounts provided therein, on forms reasonably acceptable to City. Additionally, Licensee’s insurance policies shall provide coverage with limits equal to the value of construction and materials on hand for the Improvements from insurers that are (a) reasonably acceptable to City and (b) approved to write surplus lines in California or licensed to do business in California. Licensee shall maintain such insurance limits throughout the Term.

6.8. **Notices of Nonresponsibility and Completion.** Before commencing construction of any Alteration, Licensee shall give to City written notice of such proposed Alteration, and City may post and record a Notice of Nonresponsibility pursuant to California Civil Code sections 8442 and 8444. Upon completion of such Alteration, Licensee shall record in the Office of the Los Angeles County Recorder a Notice of Completion pursuant to California Civil Code section 3093.

6.9. **Removal of Fixtures at End of License.** Subject to Section 3.3 of this License, all Alterations and fixtures installed by Licensee that are not to be removed from the Premises shall become the property of City upon Licensee’s surrendering of the Premises. Licensee improvements that are agreed or reasonably expected to be removed from the Premises during the Term or at the termination of this License shall remain the property of Licensee and may be so removed, provided Licensee repairs any damage to the Premises caused by such removal. All Alterations and fixtures paid for wholly or partially by City grants or funds shall not be removed from the Premises and shall remain City property. All Alterations and fixtures installed by Licensee without City’s consent shall be removed by Licensee, at its own cost, within thirty (30) days’ notice by City and no later than the termination of this License. Should Licensee fail to remove such Alterations or fixtures after the termination of this License, City may, at its sole

discretion, (a) retain such property with title thereto vesting in City or (b) remove the property, in which event Licensee shall pay to City upon demand the reasonable costs of such removal, in addition to the costs to restore the Premises to a condition acceptable to El Pueblo.

ARTICLE 7. MAINTENANCE, REPAIRS, AND SECURITY

7.1. **Maintenance and Repairs.** Except as otherwise provided herein, Licensee shall keep and maintain, at its own cost and expense, the Premises in good condition and repair during the entire Term of this License, including without limitation all lighting fixtures, smoke detectors, fire extinguishers, exterior lighting, and plumbing, as further provided below. Licensee shall also maintain the Equipment in good repair and working condition and in compliance with the terms and conditions of the Equipment Lease. Licensee shall also be responsible for the maintenance and repair of all landscaping. Except where the need for repair results from Licensee's use or some other act of Licensee, its employees, agents, contractors, or invitees, Licensee shall not be responsible for the repair or reconstruction of the structural portions of the Improvements, unless Licensee agrees to be responsible for such repairs either herein or otherwise. Except as provided below, Licensee may not repair or modify the structural portion of the Improvements without the express prior written agreement of the El Pueblo General Manager. Notwithstanding anything putatively to the contrary herein, City's responsibility with respect to the maintenance and repair of the heating, ventilation, and air conditioning systems ("HVAC") shall be limited to the following: repair of major system components; quarterly filter maintenance; coil replacement; repair of the chill-water supply line; and regular annual maintenance. Licensee, at its own cost and expense, shall be responsible for other repairs and daily maintenance of the HVAC system. City's responsibility with respect to the maintenance and repair of the plumbing system shall be limited to the outside connection to the main line. Licensee, at its own cost and expense, shall be responsible for all sink, shower, and restroom plumbing maintenance and repair, including all hardware and fixtures, and for the interior connection to the main line. All trailers, walkways, doors, and other fixtures are subject to manufacturers' warranties, and City's repair responsibilities shall be limited accordingly. Licensee, at its own cost and expense, shall promptly repair or replace any damaged glass (either exterior or interior of the Improvements) during the Term of this License with glass of the same size, kind, and quality. Security and maintenance shall be maintained at customary and usual level for similar facilities in the Los Angeles area, except where specific levels of service are provided in this License or are reasonably imposed by the El Pueblo General Manager, in which case those levels of service shall apply. Licensee, at its own cost and expense, shall ensure proper working condition of all components of the fire-life-safety systems on the Premises and perform all necessary routine maintenance and repair thereof. City shall have the right to inspect the Premises, including without limitation the Improvements, for compliance with the provisions of this Section 7.1.

7.2. **Graffiti.** Licensee, at its own cost and expense, shall promptly remove all evidence of graffiti or defacement to the Premises, both interior and exterior, to the extent that such removal is practicable. Licensee agrees to commence such removal within two (2) business

days after discovery of the graffiti or defacement of the Premises and to pursue diligently to completion its obligations set forth herein.

7.3. **City Not Obligated to Repair.** Except as provided in this License, City shall not be obligated to perform any maintenance or to make any repairs, changes, alterations, additions, improvements, or replacements on the Premises or the Improvements thereon during the Term. Moreover, nothing contained in this License shall be construed as requiring City to make any repair or to perform any maintenance necessitated by reason of the acts or omissions of Licensee or anyone acting through or under Licensee, or by reason of Licensee's failure to observe or perform any condition, covenant, or agreement contained in this License.

7.4. **Custodial Services, Trash Removal, and Recycling.** Licensee, at its own cost and expense, shall be responsible for all custodial services and shall keep the Premises clean and sanitary at all times. Refuse matter, any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health shall not be permitted or allowed to remain on the Premises, and Licensee shall take all reasonable precautions to prevent any such matter, substance, or material from being or accumulating on the Premises. Licensee shall furnish all equipment for the collection and removal of trash, including trash receptacles of a size, type, and number approved by City for use by the public. Such approval shall not be unreasonably withheld by City. Licensee shall provide an enclosed area concealing trash storage from public view, if required by law. During the Term of this License or any extension thereof, Licensee shall, at its own cost and expense, conduct a recycling program on the Premises in conjunction with the City Facilities Recycling Program of the City of Los Angeles (or any similar program subsequently implemented). Such program will cover all materials that may be reasonably recycled (e.g., white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers).

7.5. **Security.** Nothing in this License obligates City to provide any security for the Premises. Licensee, at its own cost and expense, shall provide security on the Premises seven (7) days a week, twenty-four (24) hours a day, at a level that is sufficient to ensure the safety of participants of El Puente.

7.6. **Safety Deficiencies.** Licensee shall promptly correct all safety deficiencies and violations of safety practices about which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring on the Premises. In the event of injury to an employee or visitor, Licensee shall use its best efforts to provide prompt and qualified medical attention to the injured person. Nothing in this Section 7.6 is intended to confer any third-party beneficiary status on any person not a Party to this License.

7.7. **Repairs by City.** If Licensee requests that City provide any repair, service, or maintenance that City is not obligated to provide by this License or otherwise, and City at its sole discretion elects to provide the same, Licensee shall pay for such repair, service, or maintenance at actual cost, including indirect costs incurred by City, as determined by the El Pueblo General Manager. Licensee shall pay all such costs within thirty (30) days of receipt of a bill from El Pueblo. Additionally, City may require a cash deposit in advance of performing any such repair,

service, or maintenance, if El Pueblo determines it to be appropriate. It is not contemplated under this License that City will perform any such repair, service, or maintenance, but rather that repairs, services, or maintenance will be provided by Licensee's employees or by contract between Licensee and one or more non-City agencies, all at Licensee's expense. The provisions of this Section 7.7 are in addition to the "self-help" rights of City provided in this License.

7.8. Failure to Perform Maintenance or Repairs. If Licensee fails to perform maintenance or repairs such that the Premises or any portion thereof are no longer suitable for use by the public or other occupancy, as determined by either City or Licensee, or that the Premises or any portion thereof are not in compliance with applicable federal, state, or local laws, City, at its sole discretion, may take the following actions:

7.8.1. Perform or have performed the necessary remedial work at Licensee's sole expense, with costs and payments in accordance with this License;

7.8.2. Terminate this License in accordance with Section 16.3 below, and Licensee shall repair any damages that it has caused to the Premises; or

7.8.3. Require the immediate vacation of the entire Premises or, at the sole discretion of City, a portion thereof until such time as the maintenance or repairs are complete or the Premises is in compliance with laws. The remedy provided in this Section may be used independently or in conjunction with the remedies provided in Section 16.3 hereof.

7.9. Effect of Inspections or Approvals. Wherever in this License inspections or approvals are required from City in its role as licensor hereunder, including from the El Pueblo General Manager, such inspections or approvals are additional to, and not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by City are discretionary acts and shall not impose any liability on City to Licensee or third parties, and shall not obligate City for payment of any cost or expense related to the construction, improvement, or maintenance of any building or other structure on the Premises.

7.10. Compliance with Laws and Orders. City and Licensee shall carry out their respective maintenance, repair, and housekeeping obligations in compliance with all federal, state, county, city, or other governmental-agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, including without limitation government measures regulating or enforcing public access, or occupational health or safety standards for employers, employees, licensors, and licensees. City and Licensee, each at their own cost and expense, shall promptly take all actions necessary to comply with such laws and orders.

7.11. Condition of Premises at End of Term. Licensee shall surrender the Premises to City on the last day of the Term or any earlier termination date in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Damage or deterioration of

the Premises shall not be deemed ordinary wear and tear if same could have been prevented by reasonable maintenance by Licensee. Upon such expiration or earlier termination of the Term, Licensee shall, at its own cost and expense, remove from the Premises (a) all debris and rubbish, (b) all furniture, office equipment, free-standing cabinets, food preparation machinery, and other personal property placed or installed there by Licensee, and (c) all personal property of homeless persons who visited the Premises. Additionally, Licensee shall repair, at its own cost and expense, any damage to the Premises caused by its construction, placement, installation, or removal of Alterations, fixtures, furniture, equipment, or other personal property.

ARTICLE 8. UTILITIES

8.1. **Licensee Obligations for Utilities.** Licensee, at its own cost and expense, shall directly contract with and pay for all utilities serving the Premises, including without limitation gas, heat, trash and electricity. Licensee shall also provide and pay for its own telecommunications services (e.g., internet and cable television). City shall have no obligation to provide or pay for any utility serving the Premises.

8.2. **Licensee Limitations on Use Regarding Utilities.** Licensee shall not, without City's prior written consent, connect with electric current (except through existing electrical outlets in the Premises) for purposes of powering its office equipment or other personal property. The Parties agree that such equipment or property using 220-volt electricity may be employed at locations where 220-volt power is installed. If due to the proposed use of unusual equipment Licensee requires electricity, gas, or water in excess of that supplied at the Premises, Licensee shall first obtain City's written consent, which City shall not unreasonably withhold.

ARTICLE 9. PARKING

9.1. **Parking.** There shall be no parking spaces provided to Licensee on the Premises.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1. **Insurance.** Licensee shall, at its own cost and before taking possession of the Premises, secure from an insurance company (or companies) licensed in the State of California and maintain during the Term (and any extension thereof) insurance coverage for the Premises in the types and amounts set forth below:

10.1.1. General Liability Insurance. Licensee shall maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence with no general aggregate cap. Such insurance should provide coverage for the Premises and operational, contractual, personal-injury,

independent-contractor, products, completed-operations, and fire-legal liability. City, along with its boards, commissions, officers, agents, employees, assigns, and successors-in-interest, (collectively, "City Group"), as well as any other party designated by City that has an interest in the Premises or the Improvements, shall be included as additional insureds in all general liability insurance required herein. Licensee shall provide proof of such current insurance to City in a form satisfactory thereto before taking possession of the Premises and, from time to time, upon City's written request.

10.1.2. Additional Insurance Requirements. In addition to the insurance requirements set forth in Subsection 10.1.1, Licensee shall comply with the insurance requirements set forth in Exhibit D hereto.

10.1.3. Personal Property Insurance. City will not insure Licensee's furniture, equipment, stored goods, or other personal property; nor will it insure personal property owned by homeless persons on the Premises. Similarly, City will neither repair any damage to such personal property caused by fire or other casualty, nor replace such personal property. Licensee, at its own cost and expense, may obtain personal-property insurance or business-interruption insurance for its personal property.

10.1.4. Notice of Cancellation or Reduction in Insurance. All insurance policies required under this License shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days' written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, CA 90012.

10.1.5. Licensee Default. If insurance is canceled, lapsed, or reduced below the minimums required in this Article 10, City may deem Licensee to be in default of this License and terminate it. License termination shall occur on expiration of three (3) days' notice given in accordance with the provisions of California Code of Civil Procedure section 1162. Upon such termination, Licensee shall vacate the Premises and have no further right to possess or occupy them or conduct any uses there. If Licensee does not vacate, City may utilize all legal remedies to obtain possession.

10.1.6. City Adjustment of Insurance. City may from time to time during the Term or any extension or holdover thereof, applying generally accepted risk management principles, change the amounts and types of insurance required hereunder upon giving Licensee ninety (90) days' written notice.

10.2. **Parties' Waiver of Subrogation.** Each Party agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each Party will notify its respective insurers of such agreement. Further, each Party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Licensee Indemnification.** Except for the willful misconduct of City, Licensee undertakes and agrees to the fullest extent permitted by law to defend (with legal counsel satisfactory to City), indemnify, and hold harmless City Group from and against all suits and causes of action, writs, claims, losses, demands, and expenses (including without limitation reasonable attorney fees and litigation costs) regarding damage or liability of any nature, for death or injury of any person (including Licensee employees, agents, and invitees), or for damage or destruction of property of either Party hereto or of third parties, arising in any manner by reason of acts, errors, omissions, or conduct by Licensee or its contractors, subcontractors, or invitees relating to (a) Licensee's use, occupancy, or possession of the Premises (including, without limitation, the Equipment) or (b) Alterations, repairs, or other construction performed by Licensee on the Premises. Licensee's obligation to indemnify applies unless it is finally adjudicated that City's willful misconduct was the sole cause of liability. Licensee's duty to defend is a separate and distinct obligation from its duty to indemnify. Licensee shall be obligated to defend all legal, equitable, administrative, and special proceedings with counsel reasonably approved by City immediately on tender to Licensee of its claim in any form or at any stage of the proceeding, whether or not liability is established.

ARTICLE 11. CASUALTY, DAMAGE, AND DESTRUCTION

11.1. **Casualty, Damage, or Destruction.** If the Premises suffers a substantial casualty or is destroyed or substantially damaged by fire, earthquake, or any cause whatsoever, each Party shall have the option to terminate this License by giving thirty (30) days' prior written notice to the other of the exercise of such termination right.

11.2. **Waiver of Contrary Laws.** The provisions of this License shall supersede any contrary law in effect during the Term regarding casualty, damage, or destruction. Accordingly, the Parties hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination on destruction of thing hired].

11.3. **Termination of License.** If either Party terminates this License as permitted by this Article 11, this License shall end effective the date specified in the termination notice. Any Licensee charges shall be payable up to the effective date of termination and account for any abatement.

ARTICLE 12. LICENSEE BUSINESS RECORDS AND AUDITS

12.1. **Licensee Business Records.** The Parties acknowledge and agree that Licensee is a fiscally stable organization using recognized accounting tools for well-managed nonprofit corporations (including generally accepted accounting principles and an accrual basis of accounting) that allow Licensee to (a) maintain independent cost centers for each of its contracts,

such as this License, (b) check the accuracy and timeliness of reportable information under each contract, and (c) enforce adherence to requirements of each contract. Thus, Licensee shall make available to City during the Term (upon City's request) all of the following business records related to this License:

12.1.1. Regular books of accounting (e.g., general ledgers);

12.1.2. Journals with supporting and underlying documents (e.g., vouchers, checks, and bank statements);

12.1.3. State and federal income tax returns, checks, and other documents proving payment of sums shown; and

12.1.4. Any other accounting record that the El Pueblo General Manager, at his/her sole discretion, deems necessary for proper accounting.

12.2. **City Inspections and Audits.** Licensee shall maintain the business records described in Section 12.1 above and make them available for inspection by City with reasonable prior notice in writing at a place agreed upon by the Parties during regular operating hours. Additionally, City may conduct, at its own cost and expense, an audit of such business records. Licensee's obligation to maintain openly the aforementioned business records and City's rights to inspect and audit the same shall continue during the entire Term of this License and for a reasonable period thereafter, not to exceed two (2) years after expiration or earlier termination thereof.

ARTICLE 13. TAXES AND LICENSES

13.1. **Taxes on Licensee's Interests.** Licensee shall pay any tax that may be assessed against Licensee's interest in the Premises and all taxes levied on trade fixtures and personal property located therein. In no event shall City be obligated or required to pay these or any other tax levied or assessed by reason of Licensee's occupancy, possession, or control of the Premises.

13.2. **Licenses and Permits.** Licensee shall obtain all licenses and permits required for its use and occupancy of the Premises. Licensee shall pay all taxes, fees, or charges regularly levied, charged, or assessed by City or other public agencies on uses of the type Licensee conducts on the Premises.

13.3. **Acknowledgment of Taxable Interest.** By executing this License and accepting its benefits, a property interest may be created known as a "possessory interest," and such interest will be subject to property taxation. Licensee, as the party in whom such possessory interest is vested, shall be responsible for and be subject to the payment of property taxes levied on such interest. Licensee hereby acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. Licensee further acknowledges that it is informed that (a) it may file for an exemption from such tax if it believes an exemption

to be warranted, (b) any exemption from such tax may not be granted, and (c) City has no control as to whether or not such exemption is granted.

ARTICLE 14. ASSIGNMENT, TRANSFER, OR SUBLICENSE

14.1. **Assignment, Transfer, or Sublicense.** Licensee shall not voluntarily, involuntarily, or by operation of law assign or otherwise transfer this License or any interest herein, or sublicense the Premises, in whole or in part, without first having obtained the written consent of City. Any purported assignment or transfer without City’s prior written consent shall be null and void and of no force or effect. City may grant, withhold, or condition such consent at its sole discretion, with or without good cause.

ARTICLE 15. LICENSEE BANKRUPTCY

15.1. **Bankruptcy.** City may terminate this License on thirty (30) days’ prior written notice to Licensee if any of the following events occurs: (a) all or substantially all of Licensee’s assets are placed in the custody of a receiver or trustee, and such custody continues for a period of thirty (30) days or more; (b) Licensee makes an assignment for the benefit of its creditors or is finally adjudged bankrupt; or (c) any Bankruptcy Act proceeding is instituted by or filed against Licensee. If the aforementioned events occur and City does not elect to terminate this License, any such receiver, trustee, vendee, or vendor shall be subject to the provisions of this License.

ARTICLE 16. DEFAULT

16.1. **Licensee Default.** The occurrence of any one or more of the following events shall constitute a “Licensee Default” under this License:

16.1.1. Failure to Provide Services. Licensee’s failure to provide the required services at El Puente for a period of thirty (30) consecutive days during the Term (or any time extension given in writing by City).

16.1.2. Abandonment of Premises. Licensee’s “abandonment of premises” (as defined is California Civil Code section 1951.3); Licensee’s failure to operate El Puente on the Premises for thirty (30) consecutive days (or any time extension given in writing by City) during the Term shall be deemed an abandonment of the Premises.

16.1.3. Failure to Perform Under License. Licensee’s failure to perform any other obligations of this License to be performed by Licensee.

16.1.4. Default under Funding Agreement. Licensee's default under any agreement that secures funding for El Puente.

16.1.5. Violation of the LAHSA Services Contract. Licensee's violation of any term or condition of the LAHSA Services Contract.

16.2. **Cure Period for Licensee Default.** Licensee shall have thirty (30) days after receipt of written notice from City to cure a Licensee Default. If a Licensee Default cannot reasonably be cured within thirty (30) days of receipt of such notice, then Licensee shall have an additional thirty (30) day period to cure so long as it has commenced to cure and is diligently and in good faith attempting to cure. In the event Licensee fails to cure within the applicable cure period set forth in this Section 16.2 (or such additional period as City, in its reasonable exercise of discretion, may grant), there shall be a "Licensee Breach" of this License.

16.3. **City Remedies.** If a Licensee Breach occurs under this License, City may at any time thereafter, with or without notice (and without limiting City in the rights or remedies it has by reason of such Licensee Breach), do any of the following:

16.3.1. Termination of License. City shall give Licensee a written notice of its intention to terminate this License and recover possession on the date stated therein (except for Licensee's failure to maintain insurance, where termination is governed by Section 10.1.5 above). Once City has terminated this License, Licensee shall immediately surrender the Premises to City. In such event, City shall be entitled to recover from Licensee (a) the amount of any sums due under this License at the time of termination, (b) a reasonable amount to compensate City for damages caused by Licensee's failure to perform its obligations hereunder (including without limitation repair or cleaning costs to prepare the Premises for a new Licensee), and (c) other amounts permitted by law.

16.3.2. Continuation of License. City may continue this License in effect after Licensee Default hereunder and recover any sums due under this License.

16.3.3. Clean and Repair Premises. City may enter the Premises and clean or put same in good condition and repair. City costs of such work shall be paid by Licensee who shall remain legally obligated to pay such costs up to and after the time of City re-entry. This remedy may be exercised by City notwithstanding that Licensee is operating the El Puente facility on the Premises, if Licensee is not maintaining adequate level of cleanliness and repair.

16.3.4. Licensee Indemnity of City. If Licensee fails to surrender the Premises on termination of this License (or holds over beyond thirty (30) days following written notice to vacate), Licensee shall indemnify City for all liability, loss, or damage resulting from the same, including City's inability to deliver the Premises to a new Licensee.

16.3.5. **Other Remedies of City.** City may pursue any other remedy now or hereafter available under California laws or judicial decisions, including without limitation rights under California Civil Code section 1951.2.

16.4. **Cumulative City Remedies.** Except as otherwise provided herein, all City remedies in this License shall be cumulative and not exclusive of one another. City shall have the right to pursue any or all License remedies—or any other remedy or right provided by law, whether or not stated herein. No waiver of a Licensee Default under this License shall be implied from either Party’s failure to take action on such Licensee Default if it persists. No express waiver shall affect any Licensee Default other than the Licensee Default expressly waived, and even then only for the time and to the extent stated therein. One or more waivers of a Party’s failure to perform under this License shall not be construed as a waiver of a subsequent failure to perform. Thus, a City waiver of Licensee’s failure to obtain prior City consent to a Licensee act requiring consent shall not be deemed to waive a future City consent to a subsequent or similar Licensee act.

16.5. **City Default.** There shall be a “City Default” under this License where City fails to perform any obligation of this License to be performed by City if that failure is not cured within thirty (30) days of receipt of written notice from Licensee (“Licensee Notice”). If a City Default cannot reasonably be cured within thirty (30) days, City shall not be in Default hereunder if it commences to cure the failure within the thirty (30) day period and is diligently and in good faith attempting to cure. If City fails to cure within a subsequent thirty (30) day period (or a total of sixty (60) days after receipt of the Licensee Notice), there shall be a “City Breach” of this License entitling Licensee to terminate this License immediately.

ARTICLE 17. HAZARDOUS MATERIALS

17.1. **Hazardous Materials.** The Parties agree as follows regarding the existence or use of Hazardous Materials on the Premises or in the structures thereon:

17.1.1. **Prohibition.** The Parties shall comply with all federal, state, and local laws, ordinances, and regulations relating to industrial hygiene and environmental conditions on, under, or about the structures, including without limitation soil and ground-water conditions. Without limiting the general obligations described above, Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, or discharge any Hazardous Materials on or about the structures or the land on which the structures sit; nor shall Licensee permit its officers, agents, contractors, or employees to engage in such activities on or about the structures or the land on which the structures sit. However, the foregoing provisions shall not prohibit Licensee from the transportation to and from, and the use, storage, maintenance, and handling within, the Premises or the structures thereon of substances customarily used in connection with normal office and storage use provided the following: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use

of the Premises set forth in this License, strictly in accordance with applicable laws and the manufacturers' instructions therefor; (b) such substances shall not be disposed of, released, or discharged at the structures, and shall be transported to and from the Premises in compliance with all applicable laws and as City shall reasonably require; (c) if any applicable law or City's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Licensee shall make arrangements at Licensee's own expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by City) and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises; and (d) any remaining such substances shall be completely, properly, and lawfully removed from the structures upon expiration or earlier termination of this License.

17.1.2. Clean Up of Hazardous Materials.

17.1.2.1. *Cleanup by City.* If any Hazardous Material is released, discharged, or disposed of by City, or City's officers, agents, contractors, or employees on or about the Premises in violation of this License, City shall immediately, properly, and in compliance with applicable laws, cleanup and, where required, remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by Licensee) at City's expense. Such cleanup and removal work shall be subject to Licensee's prior written approval (except in emergencies) and shall include without limitation any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Licensee. If City fails to comply with the provisions of this Subsection 17.1.2.1 within ten (10) business days after written notice by Licensee, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, Licensee may (but shall not be obligated to) arrange for such compliance directly or on City's behalf through contractors or other parties selected by Licensee at City's expense (without limiting Licensee's other remedies under this License or applicable law).

17.1.2.2. *Cleanup by Licensee.* If any Hazardous Material is released, discharged, or disposed of by Licensee, or Licensee's officers, agents, contractors, employees, or invitees on or about the Premises in violation of this License, Licensee shall immediately, properly, and in compliance with applicable laws, cleanup and, where required, remove the Hazardous Material from the structures and any other affected property and clean or replace any affected personal property (whether or not owned by City) at Licensee's expense. Such cleanup and removal work shall be subject to City's prior written approval (except in emergencies), and shall include without limitation any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by City. If Licensee fails to comply with the provisions of this Subsection 17.1.2.2 within ten

(10) business days after written notice by City, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, City may (but shall not be obligated to) arrange for such compliance directly or on Licensee's behalf through contractors or other parties selected by City at Licensee's expense (without limiting City's other remedies under this License or applicable law).

17.1.2.3. *Casualty Damage.* If any Hazardous Material is released, discharged, or disposed of on or about the structures, the land upon which the structures sit, or the Premises, and such release, discharge, or disposal is not caused by City or City's officers, agents, contractors, or employees or other occupants of the Premises, such release shall be deemed casualty damage under this License to the extent that the Premises or common areas serving the Premises are affected thereby. In such case, City and Licensee shall have the obligations and rights respecting such casualty damage provided under this License.

17.1.2.4. *Joint Liability.* As between City and Licensee, nothing in this License shall be construed to prohibit or prevent, where appropriate, joint liability for the costs of clean up and removal of Hazardous Material in proportions according to proof.

17.1.3. Compliance Costs. The Parties acknowledge that City may become legally liable for the costs of complying with laws relating to Hazardous Material that are not Licensee's responsibility, including the following: (a) Hazardous Material present in the soil or ground water; (b) a change in Laws relating to Hazardous Material that make such Hazardous Material present on the Premises as of the date this License is fully executed, whether known or unknown to City, a violation of such new laws; (c) Hazardous Material that migrates, flows, percolates, diffuses, or in any way moves on to or under the land; (d) Hazardous Material present on or under the land as a result of any discharge, dumping, or spilling (whether accidental or otherwise) on the land by other owners of the Premises or their agents, employees, contractors, or invitees or by others. Accordingly, City and Licensee agree that the cost of complying with laws relating to Hazardous Material on the Premises for which City may be legally liable shall be borne by City, unless the cost of such compliance as between City and Licensee is made the responsibility of Licensee pursuant to this License.

17.1.4. "Hazardous Material" – Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste (or any component thereof) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material, or waste (or any component thereof), whether injurious by themselves or in conjunction with other materials, by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements

adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material-safety data sheet. "Hazardous Material" includes without limitation any material or substance that is (a) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under California Health and Safety Code sections 25115, 25117, or 25122.7, or listed pursuant to section 25140 thereof (Hazardous Waste Control Law); (b) defined as a "hazardous substance" under California Health and Safety Code section 25316 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (c) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under California Health and Safety Code section 25501 (Hazardous Materials Release Response Plans and Inventory); (d) defined as a "hazardous substance" under California Health and Safety Code section 25281 (Underground Storage of Hazardous Substances); (e) petroleum; (f) asbestos; (g) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under California Code of Regulations section 66260.10 or defined as a "hazardous waste" under California Code of Regulations section 66261.3 (Environmental Health Standards for the Management of Hazardous Waste); (h) designated as a "hazardous substance" under section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended; (i) defined as a "hazardous waste" pursuant to section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended; (j) defined as a "hazardous substance" pursuant to section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; or (k) defined as "hazardous material" under section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant thereto.

17.1.5. Disposal of Hazardous Material. If Licensee disposes of any soil, material, or groundwater contaminated with hazardous material, Licensee shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. City shall not appear on any manifest document as a generator of such material disposed of by Licensee.

17.1.6. Hazardous Material Tests. Any tests required of Licensee by this Article 17 shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to City. By signing this License, Licensee hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, test results, and gathered data. As used in this Article 17, the defined term "Licensee" includes agents, employees, contractors, subcontractors, or invitees of Licensee.

17.1.7. Notice of Hazardous Substances. California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows or has reasonable cause to believe that any release of hazardous substance has come to be

located on or beneath that real property to give written notice of that condition to the lessee or renter before the License or rental of that real property or when the presence of such released is actually known. California Health and Safety Code section 25359.7(b) requires any Licensee of real property who knows or has reasonable cause to believe that any release of hazardous substance has come to be located on or beneath that real property to give written notice of such condition to the owners. Licensee and City shall comply with the requirements of section 25359.7 (and any successor statute thereto) and with all other statutes, laws, ordinances, rules, regulations, and orders of governmental authorities regarding hazardous substances.

ARTICLE 18. ORDINANCE-MANDATED PROVISIONS

18.1. **Child Support Assignment Orders.** This License is subject to section 10.10 of the Los Angeles Administrative Code (“LAAC”), which regards Child Support Assignment Orders. Pursuant to section 10.10, Licensee (and any subcontractor of Licensee providing services to City under this License) shall fully comply with all applicable state and federal employment reporting requirements for Licensee’s or its subcontractor’s employees. Moreover, Licensee (and any subcontractor of Licensee providing services to City under this License) shall certify all of the following: (1) that its principal owners are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that it will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code sections 5230 et seq.; and (3) that it will maintain such compliance throughout the Term of this License. The failure of Licensee or its subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any its principal owners to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default under this License. Failure of Licensee, its subcontractor, or any principal owner to cure such default within ninety (90) days of notice of the default given to Licensee by City (in lieu of any time to cure provided in Article 16 of this License) shall subject this License to termination.

18.2. **Service Contract Worker Retention Ordinance.** This License is subject to the Service Contract Worker Retention Ordinance (“SCWRO”) (LAAC sections 10.36 et seq.). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000.00 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of LAAC section 10.36.3(c), City has the authority, under appropriate circumstances, to terminate this License and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

18.3. **Living Wage Ordinance.**

18.3.1. General Provisions: Living Wage Policy. This License is subject to the Living Wage Ordinance (“LWO”) (LAAC sections 10.37 et seq.). The LWO requires that, unless specific exemptions apply, it covers any employees of Licensees or licensees of City property who render services on the Licensed or licensed premises if any of the following applies: (a) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis; (b) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or (c) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee’s request, and at least ten (10) additional days per year of uncompensated time pursuant to LAAC section 10.37.2(b). The LWO requires employers to inform employees of their possible right to the federal Earned Income Tax Credit (“EITC”) and to make available the forms required to secure advance EITC payments from the employer pursuant to LAAC section 10.37.4. Licensee shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Licensee shall not retaliate against any employee claiming noncompliance with the provisions of the LWO. Additionally, pursuant to LAAC section 10.37.6(c), Licensee agrees to comply with federal law prohibiting retaliation for union organizing.

18.3.2. Living Wage Coverage Determination. This License, as a public License or a public license, is subject to the LWO. Licensee, although subject to the LWO, may be exempt from most of the requirements of the LWO if Licensee qualifies for such exemption under the provisions of the LWO. Determinations as to whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined or other interpretations of the law are considered. Applications for exemption must be renewed every two (2) years. To the extent Licensee claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Licensee to prove such non-coverage or exemption and, where applicable, renew such exemption.

18.3.3. Compliance, Termination Provisions, and Other Remedies. If Licensee is not initially exempt from the LWO, Licensee shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this License, and shall execute a Declaration of Compliance Form contemporaneously with the execution of this License. If Licensee is initially exempt from the LWO but later no longer qualifies for any exemption, Licensee shall, at such time as Licensee is no longer exempt, comply with the provisions of the LWO and execute the then-currently used Declaration of Compliance Form, or such form as the

LWO requires. Under the provisions of section 10.37.6(c), violation of the LWO shall constitute a material breach of this License, and City shall be entitled to terminate this License and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Licensee violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided in Article 16 of this License. Nothing in this License shall be construed to extend the time periods or limit the remedies provided in the LWO.

18.4. **Non-Discrimination.**

18.4.1. Non-Discrimination in Use of Premises. There shall be no discrimination against or segregation of any person or group of persons on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the License, sublicense, transfer, use, occupancy, tenure, or enjoyment of the Premises (or any part of the Premises) or any operations or activities conducted on the Premises or any part of the Premises; nor shall Licensee or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Licensees, sublicensees, or assignees of the Premises. Any assignment or transfer that may be permitted under this License shall also be subject to the non-discrimination clauses contained in this Section 18.4.

18.4.2. Non-Discrimination in Employment. In the performance of this License, Licensee agrees not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

18.4.3. Equal Employment Practices. In the performance of this License, Licensee agrees to comply with LAAC section 10.8.3 (Equal Employment Practices Provisions). By way of specification but not limitation, pursuant to LAAC sections 10.8.3.E and 10.8.3.F, Licensee's failure to comply with the Equal Employment Practices Provisions may be deemed a material breach of this License. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices Provisions, this License may be forthwith terminated.

18.4.4. Affirmative Action Program. In the performance of this License, Licensee agrees to comply with LAAC section 10.8.4 (Affirmative Action Program Provisions). By way of specification but not limitation, pursuant to LAAC sections 10.8.4.E and 10.8.4.F, Licensee's failure to comply with the Affirmative Action Program Provisions may be deemed to be a material breach of this License. No such finding shall be made or penalties assessed except upon a full and fair

hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Affirmative Action Program Provisions, this License may be forthwith terminated.

18.4.5. Equal Benefits Ordinance. In the performance of this License, Licensee agrees to comply with LAAC section 10.8.2.1 (Equal Benefits Ordinance). By way of specification but not limitation, pursuant to LAAC section 10.8.2.1.c, Licensee's failure to comply with the Equal Benefits Ordinance may be deemed to be a material breach of this License. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Benefits Ordinance, this License may be forthwith terminated.

18.5. **Contractor Responsibility Ordinance.**

18.5.1. General Provisions; Contractor Responsibility Policy. This License is subject to the Contractor Responsibility Ordinance ("CRO") (LAAC sections 10.40 et seq.) and the rules and regulations promulgated pursuant thereto, as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC section 10.40.4(a), lessees or licensees of City property who render services on the Licensed or licensed premises are covered by the CRO if any of the following applies: (a) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis; (b) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or (c) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Lessees or licensees of City property who are not exempt pursuant to LAAC section 10.40.4, unless subject to the CRO solely due to an amendment to an existing License or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist the City in determining whether the lessee or licensee is one that has the necessary quality, fitness, and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to perform all of the following:

(1) Comply with all applicable federal, state, and local laws and regulations in the performance of the License or license, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees;

(2) Notify the awarding authority within thirty (30) days after receiving notification that any government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply with Paragraph (1) above in the performance of the License or license;

(3) Notify the awarding authority within thirty (30) days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated Paragraph (1) above in the performance of the License or license;

(4) Complete a Pledge of Compliance attesting under penalty of perjury to compliance with Paragraph (1) above in the performance of the License or license;

(5) Ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that any subcontractor working on the License or license submit to the awarding authority a Pledge of Compliance attesting under penalty of perjury to compliance with Paragraph (1) above in the performance of the License or license; and

(6) Ensure that any subcontractor working on the License or license comply with the requirements of Paragraphs (2) and (3) above in the performance of the License or license.

Licensee shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Licensee may not use any subcontractor that has been determined or found to be a non-responsible contractor by City. The listing of non-responsible contractors may be accessed on the internet at <http://www.lacity.org/bidresp>. Subject to approval by the awarding authority, Licensee may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this License. Licensee shall submit to City a Pledge of Compliance for each subcontractor listed by the Licensee in its Questionnaire, as performing work on this License within thirty (30) days of the execution of this License, unless El Pueblo requires, in its sole discretion, the submission of a Pledge of Compliance within a shorter time period. Licensee's signature on this License shall constitute a declaration under penalty of perjury that Licensee shall comply with the Pledge of Compliance.

18.5.2. Updates of Information. Licensee shall perform all of the following:

(1) Notify the awarding authority within thirty (30) days of receiving notice that any governmental agency has initiated an investigation that may result in a finding that Licensee did not comply with applicable federal, state, or local law in the performance of this License, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees;

(2) Notify the awarding authority within thirty (30) days of receiving notice of any findings by a government agency or court of competent

jurisdiction that Licensee violated applicable federal, state, or local law in the performance of this License, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees; and

(3) Notify the awarding authority within thirty (30) days of becoming aware of any information (e.g., investigations or findings) regarding its subcontractor's violations of applicable federal, state, or local law in the performance of this License, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees.

Updates of information contained in Licensee's responses to the Questionnaire must be submitted to the awarding authority within thirty (30) days of any change to the responses if the change would affect Licensee's fitness and ability to continue performing under this License. Notwithstanding the foregoing, Licensee shall not be required to provide updates to the Questionnaire if Licensee became subject to the CRO solely due to an amendment to an existing License or license. Licensee shall cooperate in any investigation pursuant to the CRO by providing such information as requested by City. Licensee agrees that City may keep the identity of any complainant confidential. Licensee shall ensure that subcontractors who perform work on this License abide by these same updating requirements, including the following:

(1) Notify the awarding authority within thirty (30) days of receiving notice that any government agency has initiated an investigation that may result in a finding that the subcontractor did not comply with applicable federal, state, or local law in the performance of this License, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees; and

(2) Notify the awarding authority within thirty (30) calendar days of receiving notice of any finding by a government agency or court of competent jurisdiction that subcontractor violated applicable federal, state, or local law in the performance of this License, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws that affect employees

The requirement that Licensee provide Questionnaire responses (and updates to such responses) does not apply to subcontractors.

18.5.3. Compliance, Termination Provisions, and Other Remedies. If Licensee is not exempt from the CRO, Licensee shall comply with all of the provisions of the CRO and this License. Failure to comply with the same—including without limitation

requirements to provide complete and accurate Questionnaire responses, to provide updates to responses, and to correct deficiencies within ten (10) days of notice by City—shall constitute a material breach of this License, and City shall be entitled to terminate this License and otherwise pursue any available legal remedies, including those set forth in the CRO. Nothing in this License shall be construed to extend the time periods or limit the remedies provided in the CRO.

18.6. Tax Registration Certificates and Tax Payments. This Section 18.6 is applicable where Licensee is engaged in business within the City of Los Angeles and is required to obtain a Tax Registration Certificate (“TRC”) pursuant to one or more of the following articles of chapter II of the Los Angeles Municipal Code (collectively, “Tax Ordinances”): article 1 (Business Tax Ordinance) [sections 21.00 et seq.], article 1.3 (Commercial Licensee Occupancy Tax) [sections 21.3.1 et seq.], article 1.7 (Transient Occupancy Tax) [sections 21.7.1 et seq.], article 1.11 (Payroll Expense Tax) [sections 21.11.1 et seq.], or article 1.15 (Parking Occupancy Tax) [sections 21.15.1 et seq.]. Prior to the execution of this License, or the effective date of any extension of the Term or renewal of this License, Licensee shall provide proof satisfactory to the El Pueblo General Manager that Licensee has the required TRCs and is not then-currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this License upon thirty (30) days’ prior written notice to Licensee if City determines that Licensee failed to have the required TRCs or was delinquent in any tax payment required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this License. City may also terminate this License upon ninety (90) days’ prior written notice to Licensee at any time during the Term if Licensee fails to maintain the required TRCs or becomes delinquent in tax payments required under the Tax Ordinances, and Licensee fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Article 16).

18.7. Slavery Disclosure Ordinance. This License is subject to the applicable provisions of the Slavery Disclosure Ordinance (“SDO”) (LAAC sections 10.41 et seq.). Unless exempt in accordance with the SDO, Licensee certifies that it has complied with the applicable provisions of the SDO. Under LAAC section 10.41.2(b), City has the authority, under appropriate circumstances, to terminate this License and pursue available legal remedies if City determines that Licensee failed to complete fully and accurately the SDO affidavit or otherwise violated any SDO provision.

18.8. Use of Criminal History for Consideration of Employment Applications. This License is subject to LAAC sections 10.48 et seq., which regards the use of criminal history for consideration of employment applications. Licensee shall fully comply with LAAC sections 10.48 et seq. City shall have the right to terminate this License at any time if City determines that Licensee failed to comply fully with LAAC sections 10.48 et seq.

18.9. Border Wall Contracting. This License is subject to LAAC sections 10.50 et seq., which regards Disclosure of Border Wall Contracting. Licensee shall complete fully and accurately an affidavit listing all Border Wall Bids and Border Wall Contracts (as those terms are defined in LAAC section 10.50.1). City shall have the right to terminate this License at

any time if it determines that Licensee failed to complete fully and accurately the affidavit and disclose all Border Wall Bids and Border Wall Contracts.

18.10. **COVID-19.** Employees of Licensee and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Licensee Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Licensee Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Licensee Personnel to perform In-Person Services, Licensee shall obtain proof that such Licensee Personnel have been fully vaccinated. Licensee shall retain such proof for the document retention period set forth in this Agreement. Licensee shall grant medical or religious exemptions (“Exemptions”) to Licensee Personnel as required by law. If Licensee wishes to assign Licensee Personnel with Exemptions to perform In-Person Services, Licensee shall require such Licensee Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Licensee. If Licensee Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Licensee shall immediately notify City if Licensee Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

18.11. **Ordinance Language Governs.** This Article 18 of this License is provided only as a convenience to the Parties; in the event of a discrepancy between Article 18 and the applicable ordinance language, as amended, the language of the ordinance shall govern. Licensee understands and agrees that the ordinances may be amended in the future and that all such amendments shall apply to this License.

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1. **City Right of Entry.** At all reasonable times during the Term of this License, City representatives may enter the Premises (a) to observe Licensee’s uses of the Premises, (b) to ensure compliance with the obligations of this License, or (c) for any other lawful purpose. During the final six (6) months of the Term, City may show the Premises (and the Improvements thereon). During the final month of the Term, City may display appropriate notices relating to the leasing or licensing of the Premises in a manner as not to interfere unreasonably with Licensee’s uses of the Premises.

19.2. **Trained Adult Supervision.** Licensee will maintain or cause to be available trained adult supervision adequate to supervise and control staff, homeless-service clientele, and visitors to the Premises.

19.3. **Binding Effect on Others.** The provisions of this License apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

19.4. **Captions.** The titles or captions of all Articles, Sections, or Subsections are for convenience and reference only, are not intended to define or limit the scope of any License provision, and shall have no effect on the interpretation of any License provision.

19.5. **Conflict of Laws and Venue.** This License shall be governed by and interpreted in accordance with the laws of the State of California. Venue in an action arising out of this License shall be proper only in the County of Los Angeles, State of California.

19.6. **Licensee's Corporate Resolution.** If Licensee is a corporation and its signatories are not the two corporate officers specified in California Corporations Code section 313, then before or contemporaneous with the execution of this License, Licensee shall provide to City a current copy of its corporate resolution with the names, titles, and legal signatures of the corporate officers authorized to execute legal documents, including this License, on behalf of Licensee. Within thirty (30) days after Licensee's receipt of City's written request, it shall provide City an updated corporate resolution with such name, titles, and signatures.

19.7. **Covenants and Obligations.** City's or Licensee's failure to insist in any instance on the strict observance or performance of any License covenant or obligation (or the exercise of any election in this License) shall not be construed as a waiver or relinquishment for the future of such covenant or obligation, but the same shall continue and remain in full force and effect.

19.8. **Exhibits – Incorporation into License.** All Exhibits referred to are attached to this License and incorporated herein by reference as though fully set forth in the body of this License.

19.9. **Force Majeure.** Except as otherwise provided herein, whenever a day is established in this License on which or a period of time (including a reasonable period of time) is designated within which either Party is required to do or complete an act or matter, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is unreasonably prevented from or interfered with in the doing or completion of such act or matter because of disruption of service or brownouts from utilities not due to action or inaction of City, wars, insurrections, rebellions, civil disorder, acts of terrorism, declaration of national emergencies, acts of God, or other causes beyond such Party's reasonable control, financial inability excepted (collectively, "Force Majeure"). However, nothing contained in this Section 19.9 shall excuse Licensee from prompt payment of any amount required hereunder. Neither Party shall be liable for—and, in particular, Licensee shall not be entitled to a reduction in amounts required or have the right to terminate this License by

reason of—such delays, failures, or other inability to provide services hereunder due to Force Majeure.

19.10. **No Partnership or Joint Venture.** Nothing contained in this License (nor any acts of the Parties during the Term of this License) shall be deemed or construed to create a relationship of principal and agent (or partnership or joint venture) between the Parties.

19.11. **No Relocation Assistance.** Licensee acknowledges that it is not entitled to relocation assistance or any other benefit under the California Relocation Assistance Act (California Government Code sections 7260 et seq.), the Uniform Relocation Assistance and Real Premises Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §§ 4601 et seq.), or any other provision of law upon termination of this License. Licensee therefore waives any claim to such assistance or benefit.

19.12. **Partial Invalidity of License.** If any License provision shall, to any extent, be invalid or unenforceable, the remainder of this License (or application of such provision to persons or circumstances other than those with respect to which it is invalid or unenforceable) shall not be affected thereby. Each and every other provision of this License shall be valid and enforceable to fullest extent possible permitted by law.

19.13. **Prior Agreement/Amendments.** This License contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding (oral or written, express or implied) pertaining to such matter shall be effective for any purpose. This License cannot be altered, changed, modified, or added to except as approved in writing by the City Council of the City of Los Angeles, and signed by the El Pueblo General Manager and by Licensee or their successors in interest. The Parties acknowledge that all prior agreements, representations, and negotiations are deemed superseded by execution of this License to the extent they are not incorporated herein.

19.14. **Quiet Enjoyment of Premises.** Upon compliance by Licensee with all provisions of this License, Licensee shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by City, or any other person lawfully or equitably claiming by, through, or under City (subject to any relevant conditions stated in this License).

19.15. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this License in which time or performance is a factor.

19.16. **Accessibility Disclosure.** As required by section 1938(e) of the California Civil Code, City hereby states as follows: “A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or Licensee from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or Licensee, if requested by the lessee or Licensee. The parties shall mutually agree on the arrangements for the time and manner of the

CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” In furtherance of the foregoing, City and Licensee hereby agree that any CASp inspection requested by Licensee shall be conducted, at Licensee’s own cost and expense, by a CASp approved in advance by City. In the event any such CASp inspection requested by Licensee indicates that repairs or modifications are required to cause the Premises to comply with applicable construction-related accessibility standards, City shall not be required to perform any such repairs or modifications.

19.17. **Execution in Counterparts.** This License may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this License by facsimile or as an email attachment shall be effective as delivery of a manually executed counterpart of this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of Los Angeles, a municipal corporation, acting by and through its El Pueblo de Los Angeles Historical Monument (Licensor herein), and Ocean Park Community Center dba The People Concern, a California nonprofit corporation (Licensee herein), have caused this License to be executed as of the date of City Clerk attestation below.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its El Pueblo de Los Angeles Historical Monument

By: _____
Name: Arturo Chavez
Title: General Manager, El Pueblo
Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Name: Joshua M. Templet
Title: Deputy City Attorney
Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy
Date: _____

LICENSEE:

OCEAN PARK COMMUNITY CENTER DBA THE PEOPLE CONCERN,
a California nonprofit corporation

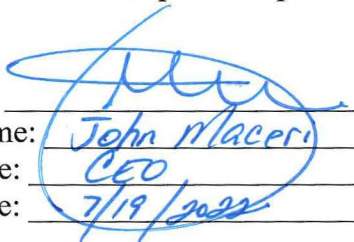
By: 
Name: John Maceri
Title: CEO
Date: 7/19/2022

EXHIBIT A

Premises

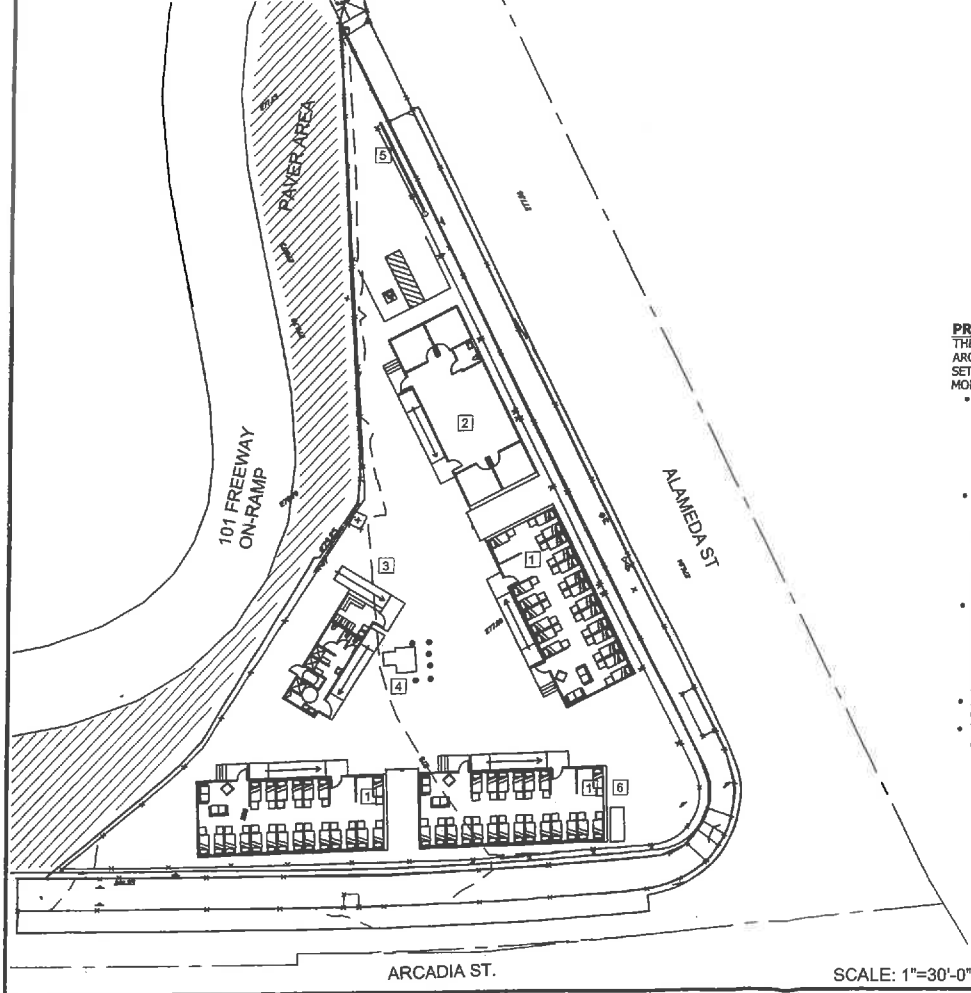
KEYED NOTES

- 1 TEMPORARY HOUSING 24' x 60' TRAILER. 21 BEDS PER TRAILER WITH STORAGE. (BED: 36" x 74" / STORAGE: 26" x 28")
- 2 OFFICE / ADMINISTRATOR 24' x 60' TRAILER. 1 ADMINISTRATOR OFC. / 3 COUNSELOR OFFICES, AND RESTROOM.
- 3 RESTROOM / SHOWERS & LAUNDRY TRAILER 12' x 60'
- 4 EXISTING GUARD SHACK AND ELECTRICAL / COMMUNICATION POLES TO REMAIN.
- 5 NEW 8' HIGH CHAIN LINK FENCE AND ROLLING GATE
- 6 NEW CONCRETE PEDESTAL FOR NEW ELECTRICAL SWITCHGEAR.

PROJECT SCOPE

THE DTLA TEMPORARY SHELTER SITE IS LOCATED AT THE CORNER OF ALAMEDA AND ARCADIA STREETS. THE SITE SHALL BE FENCED AND THE HOUSING UNITS SHALL BE SETBACK 10' AWAY FROM THE PROPERTY LINE. THE SHELTER SHALL CONSIST OF 5 MODULAR BUILDINGS/TRAILERS WHICH AS FOLLOWS:

- THREE 24' X 60' STEEL FRAMED MODULAR BUILDING/TRAILER (1,440 SF) WITH AN OPEN PLAN, COMPLETELY INSULATED, AND HAS INTERIOR WALL FINISHES. EACH BUILDING WILL HOUSE 21 BEDS WITH 21 STORAGE BINS (65 GALLON CONTAINERS); HAVE TWO HVAC UNITS TO PROVIDE CENTRAL HEATING AND AIR CONDITIONING; 8 WINDOWS; TWO ENTRY DOORS; ONE SET OF RAMP AND STAIRS; AND RELATED ELECTRICAL AND LIGHTING. EACH BUILDING SHALL HAVE SEISMIC PIERS AND ANCHORS AND SKIRTING.
- ONE 24' X 60' STEEL FRAMED WET MODULAR BUILDING/TRAILER (1,440 SF) WITH 4 PRIVATE OFFICES (APPROXIMATELY 12'X12'), 1 ADA RESTROOM FOR STAFF, AND OPEN SPACE FOR A MULTI-PURPOSE USE SUCH AS TRAINING, MEETING, ETC. THIS BUILDING SHALL BE COMPLETELY INSULATED WITH UPGRADED INTERIOR FINISHES; HAVE CENTRAL HEATING AND AIR CONDITIONING; 8 WINDOWS; TWO ENTRY DOORS; ONE SET OF RAMP AND STAIRS; AND RELATED PLUMBING, ELECTRICAL AND LIGHTING. THE BUILDING SHALL ALSO HAVE SEISMIC PIERS AND ANCHORS AND SKIRTING.
- ONE 12'X40' STEEL FRAMED WET MODULAR BUILDING/TRAILER (480 SF) TO PROVIDE HYGIENE AND LAUNDRY SERVICES. THIS BUILDING SHALL PROVIDE A MINIMUM OF 3 SHOWERS, 3 TOILETS, 3 LAVATORIES/SINKS, AND 3 LAUNDRY WASHER/DRYER UNITS. ONE OF THE 3 MUST BE ADA ACCESSIBLE. IT SHALL HAVE TWO ENTRY DOORS; ONE SET OF RAMP AND STAIRS; AND RELATED PLUMBING, ELECTRICAL AND LIGHTING. THE BUILDING SHALL ALSO HAVE SEISMIC PIERS AND ANCHORS AND SKIRTING.
- ALL MODULAR BUILDINGS/TRAILERS MUST OBTAIN STATE OF CALIFORNIA CERTIFICATION AND OBTAIN LADBS APPROVAL
- THE WET TRAILERS SHALL BE CONNECTED TO DIRECTLY TO EXISTING SEWER AND WATER LINES.



ARCADIA ST.

SCALE: 1"=30'-0"

PROPOSED PLAN

Project Number	A101
Date	01/10/18
Drawn by	TY
Checked by	B. ARACI

DTLA TEMPORARY SHELTER

EL PUEBLO LOT #5
711 ALAMEDA ST.
LOS ANGELES, CA.

CITY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 GARY LEE MOORE, PE, ENV SP
 CITY ENGINEER

EXHIBIT B

LAHSA Services Contract

Digital Contract Execution and Reporting Routing Sheet

FY 19-20 <input type="checkbox"/>	FY 20-21 <input type="checkbox"/>	FY 21-22 <input checked="" type="checkbox"/>	FY 22-23 <input type="checkbox"/>	FY 23-24 <input type="checkbox"/>	FY 24-25 <input type="checkbox"/>	FY 25-26 <input type="checkbox"/>
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This digital Sub-recipient Agreement routing sheet is to satisfy LAHSA internal review process

Contractor Name: The People Concern
Allocation Reference No.: 2021ABA13
EGMS ID No: AD-BH-ABH-019-01
Contract Term: July 1, 2021 to June 30, 2022

Comment:

FY 2021 – 2022 Renewal Contract – No Budget

Completed & Reviewed by

Brandon Arnold
Contracts Specialist

7/15/2021
Date

Approved Generally by

Eliza Donay
Eliza Donay (Jul 23, 2021 07:42 PDT)
A.D./Manager, Contracts & Procurement

Executive execution by

See Signature Page in the Agreement

Executive Director

LOS ANGELES HOMELESS SERVICES AUTHORITY
2021 - 2022 A BRIDGE HOME INDIVIDUAL ADULTS PROGRAM AGREEMENT

Contractor: The People Concern
Allocation Reference Number: 2021ABA13
Program Name: A Bridge Home Individual Adults
Term: July 1, 2021 to June 30, 2022

CFDA: NONE

DUNS: 08-4337922

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EXHIBIT LIST

Exhibit A	Statement of Work
Exhibit B	Conditions Precedent
Exhibit C	Program Budget and Services Appendix 1 - Advance Payments*
Exhibit D	Intentionally Omitted
Exhibit E	Definitions*
Exhibit F	Funder Terms and Conditions
Exhibit G	LAHSA Homeless Programs Grievance Resolution Appeal Form*
Exhibit H	Letter of Intent
Exhibit I	LAHSA Contractor's Accounting Handbook*
Exhibit J	Safe Surrender Baby Law*
Exhibit K	Contractor's Equal Employment Opportunity Certification*
Exhibit L	Intentionally Omitted
Exhibit M	Participant Termination and Grievance Policies and Procedures*
Exhibit N	Intentionally Omitted
Exhibit O	Intentionally Omitted
Exhibit P	Intentionally Omitted
Exhibit Q	Intentionally Omitted
Exhibit R	Intentionally Omitted
Exhibit S	Intentionally Omitted
Exhibit T	Intentionally Omitted
Exhibit U	Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care*
Exhibit V	Equal Access Policy*
Exhibit W	LAHSA Facility Standards*
Exhibit X	LAHSA Program Standards*
Exhibit Y	LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Form*
Exhibit Z	Fraud Hotline Fact Sheet*
Exhibit AA	Fraud Hotline Poster*

***These exhibits are located at the following Internet hyperlink: <https://www.lahsa.org/contracts> and incorporated herein by reference.**

**LOS ANGELES HOMELESS SERVICES AUTHORITY
2021-2022 A BRIDGE HOME INDIVIDUAL ADULTS PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Los Angeles Homeless Services Authority (“LAHSA”), a joint powers authority of the City of Los Angeles (“City”) and the County of Los Angeles (“County”), and **The People Concern** (“Contractor”), a 501(c)(3) organization incorporated under the laws of the State of California.

RECITALS

WHEREAS, LAHSA is authorized by the City and the County under a Joint Powers Agreement to enter into contracts to allocate funding for homeless programs for individuals and families experiencing homelessness in the City and County of Los Angeles;

WHEREAS, LAHSA has been designated by the City and County to provide for the proper planning, coordination, direction and management of various community development activities;

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

WHEREAS, the Program which is the subject of this Agreement, has been established by LAHSA via the Funding Agreement(s);

WHEREAS, Contractor was selected via Sole Source Procurement on the basis of exigent and emergency needs and Contractor’s ability to perform;

WHEREAS, on June 17, 2021, the LAHSA Board of Commissioners voted to award this Agreement to Contractor;

WHEREAS, Funder-specific recitals are included in the Funder Terms and Conditions that are attached hereto as Exhibit F and are incorporated by reference herein;

WHEREAS, the Program which is the subject of this Agreement has been funded with Funds as specified in Exhibit C, Program Budget and Services;

WHEREAS, prior to execution of this Agreement Contractor has met the Conditions Precedent that are attached as Exhibit B;

WHEREAS, the Parties expressly acknowledge that the obligations of this Agreement are supported by good and adequate consideration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. Parties

The parties to this Agreement are:

- A. Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles, having its office at 707 Wilshire Blvd., 10th Floor, Los Angeles, California, 90017.
- B. Contractor, a 501(c)(3) organization incorporated under the laws of the State of California and known as **The People Concern** having its principal office at **2116 Arlington St, Suite 100, Los Angeles, CA 90018**

2. Representatives of the Parties and Services of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of LAHSA shall be, unless otherwise stated in the Agreement:

Heidi Marston, Executive Director
Los Angeles Homeless Service Authority
707 Wilshire Blvd., 10th Floor
Los Angeles, California 90017
Designated Email Address: ContractNotices@LAHSA.org

With copies to:

Director of Contracts & Procurement
Los Angeles Homeless Service Authority
707 Wilshire Blvd., 9th Floor
Los Angeles, California 90017
Designated Email Address: ContractNotices@LAHSA.org

2. The representative of Contractor shall be:

John Maceri, Chief Executive Officer
The People Concern
2116 Arlington St, Suite 100, Los Angeles, CA 90018
Designated Email Addresses: jmaceri@thepeopleconcern.org

B. Notices. All notices, demands, and communications between the parties shall be in writing and given by electronic mail; registered or certified mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to the other party at the addresses shown above.

1. Email notices must be provided in the following manner:

- a. Addresses. Email Notice must come from a designated email address of the sending party as identified in this Agreement (although attachments may be sent through a file transfer service by way of a link or other appropriate instructions in such email) and must be addressed and delivered to all the designated email addresses of the receiving party.
- b. Timing and Evidence of Delivery. Notice shall be deemed communicated as of the date such email is sent for each of the designated email addresses of the receiving party, regardless of any non-delivery message received in response, unless the email is rejected or quarantined by such email system and the sending party or anyone affiliated with the sending party is responsible for such rejection or quarantine (e.g., because the email is infected with a virus). However, if delivery of a Notice occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such Notice will be deemed effective on the first Business Day after the day of actual delivery.
- c. Email format. A Notice delivered by email must contain the following language in the subject line of the email message: "OFFICIAL NOTICE – [Insert nature of the notice (ex., Notice of Default, Notice of Termination)]".

3. LAHSA Administration

The Executive Director of LAHSA, or his/her designee, shall have full authority to act for LAHSA in the administration of this Agreement.

4. Order of Precedence and Definitions

In the event of any conflict or inconsistency in the definition of any word, responsibility, Statement of Work, etc., between the Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to Exhibits, except where otherwise indicated by the terms of this Agreement. Definitions in this Agreement are specified in Exhibit E, Definitions, attached hereto and incorporated herein by reference.

5. Scope of Services

- A. 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 and Exhibit C, Program Budget and Services, attached hereto and incorporated herein by reference.
- B. 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 Funding Entity(ies).

6. 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. The Contractor is an independent contractor and shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.
- 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, County, City and State shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- C. Contractor understands and agrees that all persons furnishing services to LAHSA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of LAHSA, County, City or the State. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

7. Time of Performance

- A. The term of this Agreement shall be from **July 1, 2021 to June 30, 2022** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.
- B. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 44, Insurance, and provided all of the required documents described hereinabove.
- C. LAHSA may extend the term of this Agreement or the time for performance under this Agreement. The funding for any such term or time extension shall be based on the availability of local, state and/or federal

funds to LAHSA and the successful performance by Contractor of the terms and conditions under this Agreement.

- D. In addition, LAHSA may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:
 - 1. Are specifically requested by Contractor;
 - 2. In aggregate, would not exceed twelve (12) calendar months;
 - 3. Will not change the Program goals or scope of services;
 - 4. Are in the best interests of LAHSA and Contractor in performing the scope of services under this Agreement; and
 - 5. Does not alter the amount of funding or compensation under this Agreement
- E. Any term or time of performance modification or extension shall be effected by a written amendment executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

8. Services to be Provided by Contractor

- A. Contractor shall provide contractual services as specified in Exhibit A, Statement of Work and Exhibit C, Program Budget and Services. All work is subject to prior LAHSA approval. Failure to perform according to the provisions of this Agreement or failure to receive approval of any work under this Agreement may result in withholding compensation pursuant to Section 9, Compensation.
- B. Contractor shall comply with applicable federal, State, County, and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including Terms and Conditions of Funding Entity(ies), attached hereto as Exhibit F, Funder Terms and Conditions, and attached to and incorporated herein by reference, and current and future LAHSA and funding entity's directives and information bulletins, and any amendments thereto. Contractor shall ensure that the terms and conditions of this Agreement are incorporated into all subcontractor agreements.
- C. Any housing-related activities funded under this Agreement, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- D. Contractor shall safeguard and manage judiciously all funds paid to the Contractor for the Program, including funds issued for payment to any subcontractor(s).
- E. Contractor shall implement an objective procurement system for the selection of subcontractors consistent with the terms of this Agreement and requirements of Funding Entity(ies).
- F. Contractor shall ensure that the terms and conditions of this Agreement with LAHSA are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to LAHSA for review upon request by LAHSA. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.
- G. Contractor shall ensure prior to the execution of this Agreement and prior to the release of funds to a subcontractor, that Contractor and any subcontractor agency have provided proper evidence of required insurance coverage(s), naming the Contractor, LAHSA, County, City and any other funding entity as an additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability and workers' compensation, as required by LAHSA, and that Contractor has approved such coverage.

9. Compensation

- A. LAHSA shall pay Contractor an amount not to exceed the total dollar amount identified in Exhibit C, Program Budget and Services, attached hereto and incorporated herein by reference, for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA.

LAHSA shall prepare Exhibit C, Program Budget and Services, which shall be executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

LAHSA has initially provided Contractor with a Letter of Intent ("LOI") related to allocation of funding for the 2021-2022 Fiscal Year contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders, as specified in Exhibit H, which is attached hereto and incorporated herein by reference. Exhibit C, Program Budget and Services and shall supersede Exhibit H, LOI.

Agreement funds shall be allocated from Funding Entity(ies) as identified in Exhibit C., Program Budget and Services and shall be expended in accordance with Exhibit C, Program Budget and Services. Contractor's authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor's right to receive compensation is conditioned upon compliance with LAHSA's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement, as solely determined by LAHSA.

- B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the Funding Entity(ies).
- C. LAHSA reserves the right to modify the Program Budget or funding (e.g., increase, decrease, reallocate) during the term of this Agreement. To implement a Program Budget or funding modification, a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- D. Contractor may submit a request to modify the Program Budget or funding, during the term of this Agreement, in the manner specified by LAHSA, including via LAHSA Enterprise Grants Management System (EGMS) or LAHSA Sub-Recipient Contract Amendment, Modification or Waiver policy, attached hereto as Exhibit Y, and attached hereto and incorporated herein by reference. Once approved, the modification will be implemented via a revised replacement Exhibit C, Program Budget and Services to the Agreement, which shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.
- E. Notwithstanding the above paragraphs, LAHSA may, in its sole discretion, unilaterally reduce the Program Budget or funding of this Agreement, as a whole, in part, or as to a cost category; may limit the rate of Contractor's authority to commit and spend funds; or may restrict Contractor's use of both its uncommitted and its unspent funds, in the event that:
- 1) The Funding Entity(ies) decrease funding available for this Program;
 - 2) Contractor will have unexpended funds at the end of the Agreement's term based on the Contractor's spending pattern and invoices submitted to LAHSA for payment;
 - 3) LAHSA determines that reallocating the funds, or a portion thereof, from this Agreement to another LAHSA-funded agreement would better serve the Los Angeles Continuum of Care;
 - 4) Contractor is not meeting its contracted performance measures;
 - 5) as permitted by any other terms of this Agreement; or
 - 6) any legally justifiable reason.

To implement such a reduction, the parties agree that a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and executed by the LAHSA's Executive Director or his/her designee and provided **via written notice** to Contractor's Executive Director or his/her designee.

In no event, however, shall any modification made by LAHSA affect expenditures and legally binding commitments made by Contractor before it received written notice of such modification, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with Funding Entity(ies)' cash withdrawal guidelines.

- F. 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.
- G. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Contractor understands that LAHSA makes no commitment to fund this Program beyond the initial Program Term of this Agreement.
- H. 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.
- I. 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.
- J. Funds provided by LAHSA shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in applicable funder(s) Terms and Conditions. Use of funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.
- K. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to LAHSA.
- L. Concurrent Enrollment: If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- M. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- N. Overtime Work: Unless specifically stated herein or authorized by LAHSA in writing, Contractor shall not incur overtime work expenditures.
- O. Travel: Travel must be approved in advance by LAHSA and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Statement of Work and in compliance with 2 C.F.R §200.474.
- P. Profit: Contractor shall comply with any LAHSA directives regarding profit or return on investment.
- Q. Contractor shall submit to LAHSA its cost allocation plan along with a complete budget, as requested by LAHSA.

10. Method of Payment

- A. Contractor shall be paid on a cost reimbursement basis for allowable costs actually incurred and paid for specified express purposes. Invoices shall be submitted on a monthly basis by the fifteenth (15th) day of the month following the month in which services were provided. LAHSA shall provide payment for the invoice within thirty (30) business days after receiving an approvable request from Contractor if said invoices are submitted no later than the fifteenth (15th) day of the month as applicable and are complete and accurate. Such determination is at the sole discretion of LAHSA.

Payments to Contractor shall be made pursuant to electronic fund transfers through automated clearing house credits method. By signing this Agreement and the attached ACH form Exhibit B, Attachment 3,, Authorization for Direct Deposits – Automated Clearing House Credits (“ACH”), Contractor authorizes LAHSA to initiate payment of any and all applicable monthly invoices submitted to LAHSA for reimbursement. Exhibit B, Attachment 3, Authorization for Direct Deposits – Automated Clearing House Credits (“ACH”) is hereby attached hereto and incorporated herein by reference.

- B. In the event Contractor submits an invoice after fifteenth (15th) day of the month as applicable, LAHSA will provide payment within forty-five (45) days after receiving an approvable request from Contractor.
- C. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) days after the services have been provided.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. 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 specified in the “Authorization to Sign Invoices” form provided by Contractor under penalty of perjury that the information submitted is true and correct.
- E. LAHSA reserves the right to request supporting documentation for any and all invoices submitted to LAHSA for payment.
- F. Failure to submit invoices in a timely manner may negatively affect Contractor’s scoring for future procurement competitions.
- 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, including match revenue and expenses, provided in accordance with Generally Accepted Accounting Principles (“GAAP”). Contractor further agrees to abide by the terms of Exhibit I, LAHSA Contractor’s Accounting Handbook, which is located at the following internet hyperlink: www.lahsa.org/contracts and incorporated herein by reference.
- I. The granting of any payment by LAHSA, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by LAHSA and upon rejection must be replaced by Contractor without delay.

11. Advance Payments

Advance payments may be provided as specified in Exhibit C, Program Budget and Services, Appendix 1, Advance Payments. Contractor must request any initial advance payment within 60 days after the Agreement is executed.

12. Supporting Financial Documentation for Monthly Invoices

- A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15th) calendar day following the month in which costs were incurred, as applicable based on funding source. No payment shall be disbursed without all the required supporting documentation. LAHSA reserves the right to request that Contractor submit documentation with its monthly invoice, including but not limited to the following:
1. Summary statement of revenue and expenditures or a detailed general ledger;
 2. Any supplemental schedules necessary to support or reconcile the ledger and cost allocations to amount invoiced;
 3. 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:
 - a. Records documenting procurement of goods or services;
 - b. Contracts and invoices for goods and services;
 - c. Lease or rental agreements;
 - d. Invoices;
 - e. Billing Statements;
 - f. Cancelled checks;
 - g. Time cards signed by employees and supervisor;
 - h. Payroll registers;
 - i. Payroll tax records;
 - j. Bank statements; and
 - k. Bank reconciliation.
 4. Further, 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.
 5. Source documentation for the personnel costs, including:
 - a. Payroll registers for the period invoiced;
 - b. Supplemental allocation reports, if applicable, including any allocation of employee benefits.
 6. Source documentation (e.g., original vendor invoices, purchase orders, receipts, contracts) for any non-personnel cost invoiced over \$500.00 (with the exception of recurring lease, recurring insurance, and recurring benefits payments);
- B. LAHSA reserves the right to request additional documentation it deems necessary to support invoiced costs.

13. Conditions Precedent - As Applicable Based on Funding Agreement

Contractor agrees that it has satisfied the Conditions Precedent as set forth in Exhibit B, Conditions Precedent - As Applicable Based on Funding Agreement, attached hereto and incorporated by reference herein.

14. Restriction on Disbursements

No money received pursuant to this Agreement by Contractor shall be disbursed to any second-tier subcontractor except pursuant to a written agreement that incorporates any and all applicable contract requirements as set forth in this Agreement.

15. Match Requirements

- A. If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall provide LAHSA with Match Documentation of its match from the appropriate sources.
- B. Further, Contractor shall document its use of the funds from eligible cash sources or in-kind contribution or both on a monthly basis. Contractor may demonstrate that it has met its match requirement on its funding request each month of the program year. To demonstrate its match sources, Contractor must identify the source of the funds from eligible cash or in-kind sources used to meet its match sources. In the event that Contractor fails to identify the source(s) of its match, monthly, or fails to request and receive, from LAHSA, an exception to the requirements in this Section 15, LAHSA may:
 - 1. De-obligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required match.
 - 2. Discontinue payments to Contractor until the required match is met; and/or
 - 3. Terminate this Agreement.

16. Leveraging

If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall comply with leveraging commitments.

17. 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 Funding Entity(ies) or LAHSA. For the purposes of this Agreement, unearned payments refer to unspent funds in this Agreement at any given point in time.
- B. LAHSA has the authority to withhold funds under this Agreement pending a final determination by LAHSA 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. In the event of a final determination of disallowed costs or a determination of unearned grant funds by LAHSA, Contractor agrees that it shall pay to LAHSA in non-federal funds, the amount of the final disallowance within 30 days of receipt of notice from LAHSA that such funds are due.
- D. LAHSA shall review Contractor's performance on a periodic basis. LAHSA, at its sole discretion, may suspend or withhold funds allocated to Contractor if LAHSA determines Contractor has failed to comply with the provisions of this Agreement, including but is not limited to the follow: meeting its contracted performance measures, failing to provide adequate services, failing to timely provide required reports or invoices to LAHSA, continuing deficiencies in reporting, record keeping or invoicing requirements, or failing to provide adequate evidence of performance of work or failing to perform the work. To implement such suspension or withholding of funds, LAHSA shall provide written notice to Contractor specifying the extent of the fund suspension and the date upon which the suspension becomes effective. Funds shall not be released to Contractor until Contractor has remedy the deficiency to the satisfaction of LAHSA.

18. Return of Unexpended Funds and Close-Outs

- A. Contractor shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to LAHSA no later than thirty (30) calendar days after completion or termination of this Agreement. If LAHSA determines that funds paid to Contractor are in excess of the amount actually expended, Contractor shall immediately return said funds to LAHSA.
- B. LAHSA may approve extensions when requested in writing by Contractor. Unless LAHSA authorizes an extension, Contractor shall invoice LAHSA for all obligations incurred under this Agreement no later than thirty (30) calendar days after the expiration of this Agreement. Failure by the Contractor to comply with the 30-calendar day requirement may result in a unilateral close-out of this Agreement by LAHSA based on previous invoices filed with LAHSA, and/or the imposition of sanctions as specified herein.
- C. Contractor agrees to complete all necessary financial close-out procedures required by LAHSA, within a period of not more than forty-five (45) calendar days from the expiration date of this Agreement. This time 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, if any, shall be immediately recaptured by LAHSA, except in cases where an extension has been granted in writing by LAHSA.
- D. LAHSA may request a final financial audit, at Contractor's expense, for activities performed under this Agreement at the expiration of the financial close-out period in the event that Contractor repeatedly incurs disallowed costs and/or repeatedly submits inaccurate invoices to LAHSA during the term of this Agreement.
- E. 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.

19. Fiscal Accountability

- A. Contractor agrees to manage funds received through LAHSA in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to the standards established in 2 C.F.R. Part 200; and adhere to Exhibit I, LAHSA Contractor's Accounting Handbook, located at the following Internet hyperlink: www.lahsa.org/contracts, and incorporated herein by reference.
- B. Contractor must establish and maintain on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") and standards. Further, Contractor must develop written accounting procedures. Said procedures shall be made available to LAHSA upon request or during fiscal monitoring visits.
- C. Eligible expenditures shall be supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily accessible to LAHSA representatives.
- D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to LAHSA, LAHSA may require Contractor to secure the services of a licensed accountant. Cost of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized in this Agreement, unless specifically agreed to by and between Contractor and LAHSA in a written agreement.

20. Revenue Disclosure Requirement

Upon request, Contractor shall file with LAHSA, 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 Program 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 funding agency.

21. Limitations on Use of Program Funds

Contractor may not use Continuum of Care Program funds to lease property that it already owns. Further, Contractor may not lease property owned by a parent, a sibling, a spouse, a board member, a subsidiary organization, or any other individual or entity that has a direct role in the provision of services and/or housing to the Program. Leasing funds may not be used to pay Contractor's mortgage or other costs of building operations. Leasing funds may only be used to pay for the actual costs of leasing a structure or unit.

22. Program Income

Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 85.25. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs. Program income shall:

1. Be the property of LAHSA; and
2. Not be expended without prior written approval of LAHSA unless otherwise provided for by this Agreement; and
3. Be used solely to offset the operating expenses of the activities funded by this Agreement.

A. Contractor shall do all of the following:

1. Record all Program income.
2. Contractor shall maintain an accounting system that segregates all funding received by funding source. LAHSA funds received and expended for activities funded under this Agreement shall be coded with a designation specific to the Program. Contractor shall provide cash balance reports for LAHSA funding upon request, which can be reconciled against Contractor's monthly bank statements.
3. Provide written reports of Program income to LAHSA.
 - a. Non-budgeted Program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
 - b. Budgeted Program income shall be reported in accordance with regular LAHSA invoice procedures provided herein.
4. Submit a written request to LAHSA to use any Program income.
5. Retain all Program income until Contractor receives written approval from LAHSA authorizing the use of Program income. Approval for expenditure of program income will be documented by LAHSA on Contractor's Budget and Expenditure Plan.
6. Report the expenditure of Program income for operating expenses on forms provided by LAHSA.
7. 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. .

23. Financial Close-out Report

- A. Within 30 calendar days following the termination of this Agreement, Contractor shall submit to LAHSA, on forms provided by LAHSA, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned funds as identified in the closeout. Final requests to modify the Program Budget shall be submitted to LAHSA before final closeout. Section 73, Defaults, identifies LAHSA remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) costs reported and payments requested are valid and consistent with the terms of the Agreement, b) Agreement cash payment received from LAHSA shall be used to pay only for expenditures as reported on the contract final closeout invoices, and c) costs reported and payments made are subject to LAHSA verification.
- B. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, LAHSA reserves the right to unilaterally closeout the Agreement and use the invoice then on file at LAHSA for determination of Contractor's final allowable expenditures. LAHSA will not reimburse Contractor for expenditures reported after the 30-day closeout date following the termination of this Agreement. LAHSA shall provide to Contractor LAHSA closeout forms at least 30 days before termination of Agreement.

- C. Annual Inventory Report: Contractor shall submit an annual inventory report to LAHSA by the period ending as stipulated herein for all nonexpendable property that has a LAHSA identification decal affixed to it. LAHSA shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.
- D. Report on Reasonable Cost: Contractor shall report to LAHSA costs charged to other funding sources for services which are the same type of fee-for-performance price services as those covered by this Agreement. If such costs are lower, Contractor shall submit a justification for charging LAHSA a higher cost. Contractor shall submit this report within 60 calendar days after the execution of the Agreement with other funding source(s).

24. Reversion of Assets

- A. Contractor shall, within 60 calendar days (including weekends and holidays) of the expiration of this Agreement, transfer to LAHSA all funds on hand at the time of expiration and all accounts receivable attributable to the use of funds provided under this Agreement.
- B. Any real property under the Contractor's control that was acquired or improved in whole or in part with funds provided under this Agreement in excess of \$25,000 shall either be:
 - 1. Used to meet one of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as determined appropriate by LAHSA; or
 - 2. Disposed of in a manner which results in LAHSA being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-grant funds for acquisition or, improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with subsection 1) above.

25. Validity Of Financial Documentation Submissions

Financial reports submitted to LAHSA shall be accurate and correct in all respects. Should inaccurate reports be submitted to LAHSA, LAHSA may elect to have Contractor secure the services of a licensed accounting firm. The costs of such accounting services are to be borne by the Contractor and are not to be reimbursed from the funds authorized by this Agreement unless specifically agreed to between Contractor and LAHSA in a written agreement.

26. Participation in the Los Angeles Continuum of Care Homeless Management Information System ("HMIS")

- A. Contractor must 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 HMIS system administered by LAHSA and adhere to all of the implementation guidelines developed under the Los Angeles CoC HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated mid-term 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 data migration from other existing software programs except for the LAHSA approved HMIS programs. All contractors 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 Transitional Housing, Safe Haven, Supportive Services Only, Permanent Housing – Rapid Re-housing (“RRH”) and Permanent Housing – Permanent Supportive Housing (“PSH”) Programs, Contractor must accurately and completely reflect the Program’s bed utilization in the Los Angeles CoC HMIS throughout the reporting year. This ensures that data is usable for continuum-wide reporting by the Los Angeles CoC HMIS system to stakeholders and government entities.
- E. LAHSA shall rely upon and use its records from Los Angeles CoC HMIS, and its on-site verifications as needed to substantiate Contractor’s performance. LAHSA may contact Contractor’s staff, participants, Sub-Contractor(s), 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 mid-term and annual performance reports, and any pertinent program information to be retrieved solely from Los Angeles CoC HMIS. As a result, LAHSA shall not accept programmatic data not received from Los Angeles CoC HMIS.
- G. Los Angeles CoC HMIS data quality must be monitored on a constant basis. Therefore, Contractor must be diligent about entering and monitoring its data on a constant and regular basis to ensure data quality. 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 are victim service providers are generally exempt from these HMIS-related provisions unless otherwise notified. Victim service providers must keep required data in a comparable database that complies with HUD’s HMIS requirements.
- J. Contractor shall assign an HMIS Representative who shall serve as Contractor’s main point of contact for all HMIS related issues.

27. Cost Allocation Plan

Contractor shall submit its cost allocation plan to LAHSA upon request.

28. Participant Termination and Grievance Policies and Procedures

Contractor must maintain a written set of Grievance and Termination Policies and Procedures that comply with LAHSA requirements, as specified in Exhibit X, LAHSA Program Standards; LAHSA Programs Grievance Resolution Appeal Form, attached hereto as Exhibit G and incorporated herein by reference. Contractors must submit a copy of said policies and procedures as required by this Agreement.

29. Competitive Bid Requirements

A. Procurement of goods and services shall be conducted as follows:

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

1. Small Purchase Procedures. Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed. For ongoing needs like office supplies, program supplies, and the like, Contractor may elect to conduct a procurement process comparing pricing for most commonly purchased items once annually to select a vendor for such supplies and operating items for the operating year.
2. Purchases/Services Over \$250,000
 - a. Procurement of services, supplies and fixed assets over \$250,000 require a competitive bid process through a Request for Bids (“RFB”) or Request of Qualifications (RFQ) process. Exceptions to this are instances of sole source contractors as described in subsection “f” below, and where the legislative body authorizing and providing funding designates a provider of services or supplies. RFBs issued by Contractor must:
 - i. Be publicly posted and made available to a reasonable list of potential bidders;
 - ii. Clearly identify the relative importance of price and technical factors;
 - iii. Establish a process for fairly and thoroughly evaluating technical and price factors; and
 - iv. Be processed in such a manner to prevent disclosure of the number of bidders, identify the bidders, and the contents of their bids until all bids have been received. After the deadline for the receipt of all bids, information regarding the number and identity of bidders will become public information, in accordance with applicable law.
 - b. RFBs issued by Contractor must include the following information:
 - i. Contractor’s expectations, in as detailed a manner as possible, including expertise and experience requirements;
 - ii. Description of the bid process, including the timeline and any deadlines;
 - iii. How Contractor will interact and communicate with potential vendors;

- iv. Deliverables required; and
 - v. How the vendor will be paid (i.e., upon receipt of acceptable deliverables, periodic invoices, or portion held back until final delivery).
- c. Negotiations can only be made with all bidders prior to a final selection. All bidders shall have the same information available to them for purposes of preparing the most complete and responsive bid. Contractor may call a bidder for clarification, but no information can be shared with said bidder unless such information is shared with all bidders. Once a finalist is selected for negotiation, Contractor and finalist bidder may enter into negotiations with no responsibility to inform other bidders. If such negotiations are not successful in reaching mutual agreement, Contractor shall be free to select another finalist with which to enter into negotiations for completion of the bid and contract award process.
 - d. At Contractor's discretion, a bidder conference may be scheduled to assure full understanding of and conformance to the RFB's requirements. All interested bidders shall be invited to the bidder conference.
 - e. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible proposer whose proposals are most advantageous to the Program with price, technical, and other factors considered.
 - f. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement, the criteria here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, competition is determined inadequate.
 - g. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - i. The item or service is available only from a single source;
 - ii. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
 - h. Cost Analysis – a cost analysis i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - i. Contractor may be required to submit the proposed procurement to LAHSA for pre-award review.
3. Contract Provisions. All contracts must contain at a minimum the following provisions:
- a. Specific deliverables and the basis for payment;
 - b. Provisions requiring compliance with the City's General Funds regulations;
 - c. Provisions that describe remedies for breach;
 - d. Provisions that describe patent and copyright rules;
 - e. Provisions for termination for cause and convenience;
 - f. Access to records for audit purposes;
 - g. Audit requirements;

- h. Provisions for payment and delivery;
 - i. Provisions describing contract amendment procedures;
 - j. Provisions against assignment;
 - k. Provisions for equal opportunity and non-discrimination;
 - l. Provisions prohibiting conflicts of interest.
- B. Appeal and Dispute Procedures. Contractor shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

30. 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 by Contractor 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 Funding Entity(ies) 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 for notifying its subcontractors of this LAHSA condition.
- 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 Funding Entity(ies). 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 compensation amount provided for in the Agreement.
- I. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.
- J. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
- K. Subcontractor Monitoring
1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program 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 within fifteen (15) days. 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 Program operations.
- L. Records and Audits of Subcontractors
1. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by any subcontract. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by LAHSA.
 2. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
 3. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, data and information as LAHSA may request pertaining to matters covered by any subcontract.
 4. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.

31. Administration Costs

For CoC agreements funded by HUD, Contractor must pass through no less than 50% of administration costs to Second Tier Subrecipients.

32. 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 Funding Entity(ies) and/or LAHSA representatives. Further, 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 on the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking systems, and techniques developed by Contractor to serve homeless persons.

33. Program Monitoring

- A. Authorized representatives of Funding Entity(ies) and/or LAHSA shall monitor Contractor's performance and conduct Program progress reviews at any time during the term of this Agreement. To the extent reasonably possible, LAHSA will 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.
- B. Facilities include all client files, records, and other documents related to the performance under this Agreement. In addition, Contractor shall ensure that Clients/Program Participants sign a release that authorizes LAHSA and Funding Entity(ies) representatives to review Client/Program Participant files.
- C. Activities include attendance at staff, board of directors, advisory committee and advisory board meeting, interviews with staff and clients, and observation of on-going program functions. Contractor will insure the cooperation of its staff and board members in such efforts.
- D. In order to facilitate monitoring visits, Contractor shall maintain at all times a roster of all Client/Program Participant who entered the Program during the Program year. Said roster shall specify the Client/Program Participant name or unique identifier used to track Client/Program Participant, the date client entered the Program, and the date Client/Program Participant exited the Program.
- E. Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed Program has been implemented, measurable goals achieved, and effectiveness of Program administration and management.
- F. LAHSA may also provide capacity building to the extent feasible and agreeable to both parties during the term of this Agreement to help improve programmatic and fiscal compliance.

34. Fiscal Monitoring

- A. LAHSA and/or Funding Entity(ies) or its authorized representatives 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 at least two (2) weeks' 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 the Contractor's program. A financial audit of Contractor's performance under this Agreement shall be conducted by LAHSA and/or Funding Entity(ies) or its authorized representatives at LAHSA's discretion.

35. Monitoring Reports

- A. LAHSA and/or Funding Entity(ies) will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. LAHSA and/or Funding Entity(ies) shall issue a monitoring report following the fiscal and program monitoring reviews. LAHSA and/or Funding Entity(ies) may issue one report if it conducts a joint program and fiscal review or two distinct reports if it conducts a program and a fiscal review at different times of the contract period. The report shall state whether Contractor is or is not in compliance with this Agreement. If Contractor is not in compliance, the report staff shall specify the deficiencies noted during the review. The report shall also:
 - 1. Fully and correctly identify the finding;
 - 2. Cite Program requirements or applicable regulations or contract provisions that have been violated;
 - 3. Specify corrective action(s) that must be taken; and
 - 4. Include a deadline for responding to the monitoring letter and the corrective action(s) for each finding identified in the monitoring report.
- B. In the event Contractor does not comply with the corrective action(s) prescribed in the monitoring report(s) or that LAHSA and/or Funding Entity(ies) 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 the LAHSA Commission and/or Contractor's Board of Directors or other governing board and listed in the appropriate Contractor performance database, as applicable. The report to the LAHSA Commission 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.

36. Contractor's Responsibility to Monitor

A. Internal Monitoring

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

37. Audits

- A. In the event Contractor has gross revenue greater than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- B. In the event Contractor has gross revenue less than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit or review of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- C. In the event Contractor spends an aggregate of \$750,000.00 or more of federal funds in a Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit in accordance with 2 C.F.R. Part 200, Subpart F within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- D. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the subsections above and other provisions of this Agreement as specified below in Section 74, Sanctions.

38. Audit Findings

- A. Contractor agrees that if 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 the Contractor's responsibility to comply with such finding(s). If said finding(s) have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s).
- B. If indications of misappropriation or misapplication of funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and said cost shall not be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

39. Disallowed Costs

- A. In the event that a fiscal monitoring 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.

Upon final determination of disallowed costs, if any, Contractor agrees that it shall pay LAHSA in non-federal funds the amount of the disallowance within thirty (30) days of receipt of final notice from LAHSA. The disallowed costs may be paid in one lump sum or in increments as agreed upon in a repayment plan. Contractor understands that any repayment plan submitted is subject to LAHSA approval.

40. Records

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement and any subcontract between Contractor and a third party. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by LAHSA.
- B. Expenditures pertaining to subcontracts between Contractor and a third party 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.

- C. At such times and in such forms as LAHSA may require, LAHSA shall be provided such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any and all subcontract(s) between Contractor and a third-party.
- D. 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.
- E. Contractor shall take all reasonable steps to dispose, or arrange for the disposal, of client records within its custody or control containing personal information when the records are no longer to be retained by the Contractor by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. Contractor shall ensure that these requirements are incorporated into all subcontractor agreements.
- F. 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.

41. Reports

- A. Contractor shall maintain documentation on file for the purposes of reporting and verifying data and information on performance and outcomes for funded activities in a manner, and in such detail, that is consistent with the Statement of Work and document retention standards.
- B. Contractor shall, after careful review of a report, submit to LAHSA a certification that the information contained in a report is correct to the best of Contractor's knowledge and documentation.
- C. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by Exhibit A, Statement of Work. These requirements may include, but are not limited to:
 - 1. Reports Format Type
 - i. **HMIS and Manual** reports are standardized forms to align with and measure data points captured in HMIS to correspond to contractual performance targets in the Statement of Work. Manual reports are collected when a provider cannot use HMIS (e.g., population served prevents participation).
 - ii. **Narrative** reports are required for specific, special, new, or pilot Programs. They may be required in addition to or instead of HMIS and Manual reports. The form and format is provided to Contractor by LAHSA.
 - 2. Report Frequency sets how often a report is due to LAHSA.
 - 3. Certification/submission due date will set the day Contractor is required to submit either a report or certification of a report to LAHSA, in accordance with report type and frequency. If the day falls on a weekend of holiday recognized by LAHSA, the report will always be due on the following business day.
- D. In the event Contractor does not submit or is delinquent in submitting a report or certification of a report, Contractor will be considered delinquent. LAHSA may take remedial action for the delinquencies. Remedial action includes suspension of any and all payments to Contractor until all required reports have been submitted by Contractor and approved by LAHSA.
- E. Due date extensions may be requested by Contractor in extraordinary circumstances. To be considered, extensions must be submitted by management staff from Contractor and approved by LAHSA in writing.

42. 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 LAHSA and/or County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify LAHSA and/or County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. Publicity

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

44. Notice Regarding The Obligation to Report to The Fraud Hotline

- A. Contractor shall notify and provide to its employees and program participants and shall require each subcontractor to notify and provide to its employees and program participants, a Fraud Hotline Fact Sheet, attached hereto and incorporated herein by such reference as Exhibit Z encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients.
- B. Contractor acknowledges that LAHSA places a high priority on the appropriate administration of public funds. Contractor understands that it is LAHSA's policy to require all LAHSA Contractors to post the County's "FRAUD HOTLINE" poster, Exhibit AA, attached hereto and incorporated herein, in a prominent position at Contractor's place of business. Contractor will also require its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- C. Contractor acknowledges that it is aware of the following provisions:

1. Solicitation of Consideration. It is improper for any LAHSA officer, employee or agent to solicit consideration in any form from a contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor or that Contractor's failure to provide such consideration may negatively affect LAHSA's consideration of the Agreement.
 2. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a LAHSA officer, employee or agent who has any involvement in the procurement and/or oversight of this Agreement.
 3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
 4. The Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit improper consideration or commit fraud, waste or abuse of funds. The report shall be made to the Los Angeles County Auditor-Controller's Fraud Hotline at (800) 544-6861.
- D. A violation of one of these provisions shall constitute a breach of contract and LAHSA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of any other default by the Contractor.

45. Training, Inventory, and Point-in-Time Training and Data Requests

- A. Contractor must attend Housing Inventory, Point-In-Time Count and Homeless Count training held by LAHSA staff.
- B. In order to ensure that data is available for continuum-wide reporting by LAHSA, Contractor must respond accurately to any and all data requests by LAHSA, by the deadline indicated in the request. To the extent possible, LAHSA shall retrieve such information from HMIS.
- C. Requests by LAHSA may include, but are not limited to, Housing Inventory Requests, Point-In-Time Count requests and Homeless Count requests, even if these programs are not funded under this Agreement.
- D. All LAHSA Contractors are subject to LAHSA's data requests, including Contractors that serve client in:
 1. Emergency Shelters;
 2. Hotel/Motel Voucher Programs;
 3. Transitional Housing;
 4. Permanent Supportive Housing Programs (including congregate sites, scattered sites, and certificate programs); and
 5. Safe Haven or Access Centers/Drop-In Centers
- E. Failure to comply with a data request deadline shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension, Probation or Termination for Cause provisions in this Agreement as determined by LAHSA, in its sole discretion.

46. Indemnification

Except for the active negligence or willful misconduct of LAHSA, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend (with Counsel subject to the approval of LAHSA), indemnify and hold harmless LAHSA, the County, City, and the Funding Entity(ies) and any of its Boards, Council Members, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LAHSA, County, City, and the Funding Entity(ies), including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, and/or for any other damages or losses of any kind or nature arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor or its subcontractors of any tier. Rights and remedies available to LAHSA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the County and City of Los Angeles. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

47. Insurance

- A. Without limiting Contractor's indemnification of LAHSA and Funding Entity(ies) during the term of this Agreement, Contractor shall provide, maintain, and require all of its Second Tier Subrecipients to provide and maintain, a program of insurance satisfactory to LAHSA covering Contractor's operations hereunder as set forth below. 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. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA, County, City, and Funding Entity(ies) and their Agents as additional insureds, with limits of not less than:

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

- C. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, \$1 million for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- D. 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 Funding Entity(ies) as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and Funding Entity(ies) will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision and thirty (30) days in advance for any other cancellation or policy change. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connection with services performed on behalf of Contractor pursuant to this Agreement. 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.
- E. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, including but not limited to shelter and housing, transport and security services, then Contractor must have 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.
- F. 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.
- G. Crime Coverage. If the services provided in relation to this Agreement involve pick up, carry, guard, or the handling of LAHSA funds and securities or other highly valued LAHSA or County property, then Contractor must have a Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or Funding Entity(ies) 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. LAHSA and the Funding Entity(ies) 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.
- H. Property Coverage. Contractors given exclusive use of LAHSA, City or 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, City, County, and Funding Entity(ies) 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.
- I. Generally. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing this Agreement or any part of it.
- J. LAHSA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) day advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.
- K. Evidence of insurance certificate(s) or other evidence of coverage satisfactory to LAHSA shall be delivered prior to the commencement of services under this Agreement to:

Contracts Specialist
Los Angeles Homeless Services Authority
707 Wilshire Blvd., 10th Floor

- L. 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 ("COI");
 4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, the County, City, and applicable Funding Entity(ies) by name, and their officials, officers, and employees as insured for all activities arising from this Agreement;
 5. Identify any deductibles or self-insured retentions or eliminate such deductibles or self-insured retentions as they apply to 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 investigation, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- M. 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.
- N. Failure to Maintain Insurance Coverage
1. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach of this Agreement upon which LAHSA, at its sole discretion, may, as a result of said breach, take any of the following actions, including but not limited to: (1) withhold payment of all invoices submitted to LAHSA for reimbursement; (2) purchase such required insurance coverage and without further notice to Contractor and LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance coverage; (3) suspend this Agreement as specified in this Agreement until such time that insurance is provided by Contractor; and or (4) terminate this Agreement.
- O. 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 thirty (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 thirty (30) days of occurrence.
- P. Compensation for LAHSA Costs – In the event 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 acknowledges that it shall pay full compensation for all costs incurred by LAHSA.
- Q. Insurance Coverage Requirements for Second Tier Subrecipient – Contractor shall insure any and all Second Tier Subrecipients performing services under this Agreement meet the insurance requirements of this Agreement, by either:
1. Contractor providing evidence of insurance covering the activities of Second Tier Subrecipient, or
 2. Contractor providing evidence submitted by Second Tier Subrecipient evidencing that Second Tier Subrecipient maintains the required insurance coverage. LAHSA retains the right to obtain copies of evidence of Second Tier Subrecipient insurance coverage at any time.

48. 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, sexual orientation, religion, ancestry, gender, gender identity, 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 K, Contractor's Equal Employment Opportunity ("EEO") Certification, attached hereto and incorporated herein by such reference.

49. Compliance with Local, State and Federal Laws and Regulations

Contractor, in performance of this Agreement, warrants and certifies that it shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, directives, executive orders, guidelines, administrative requirements, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement shall include provisions in the Funder Terms and Conditions, attached as Exhibit F to this Agreement and incorporated by reference herein.

Contractor shall maintain all licenses, approvals and permits required to perform the Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting such work, specifically those including, but not limited to, environmental protections, procurement, and safety laws, rules, regulations and ordinances. Contractor shall provide copies of permits and approvals to LAHSA upon request.

Contractor understands that failure to comply with any of the above, or any of the following assurances may result in suspension, termination or reduction of funds, and repayment by Contractor to LAHSA of any unlawful expenditures.

Contractor shall indemnify and hold LAHSA, County and the State, and Funding Entity(ies), its officers, employees, and agents harmless from any liability, loss, damages, costs or expenses resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination. Such damages, costs or expenses may include, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection, as determined by LAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection shall be conducted by Contractor and performed by counsel selected by LAHSA.

A. Records Retention

At any time during normal business hours and as often as LAHSA and/or Funding Entity(ies), through any authorized representative, may deem necessary, Contractor shall make available for examination of all its records, paper or electronic, with respect to all matters covered by this Agreement, LAHSA, and/or Funding Entity(ies), through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Contractor agrees to provide any reports requested by LAHSA regarding performance of this Agreement.

Contractor also certifies that it will provide information, such as data and reports, as required by Funding Entity(ies).

B. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, audits, litigation or other actions involving records. LAHSA may, at its sole discretion, take possession of, retain, and audit said records. Records, in their original form pertaining to matters covered by this Agreement shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by LAHSA.

C. Subcontracts and Procurement

Contractor shall comply with LAHSA and Funding Entity(ies) standards and directives in the awarding of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental or lease agreements, third-party agreements, consultant service contracts and construction subcontracts.

Contractor shall ensure that the terms of this Agreement with LAHSA are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to LAHSA, upon request, for review prior to the release of any funds to subcontractor. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

D. Suspension and Debarment

Unless otherwise indicated in the Exhibit F, Funder Terms and Conditions, Contractor shall comply with 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 2424, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. A copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions shall be attached in Exhibit B, Conditions Precedent, Attachment 2. Said Certification shall be submitted to LAHSA concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principles, officers, or employees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

E. Labor Code

Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other federal or local statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

F. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative legislation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

G. Mandatory Disclosure

Contractor shall comply with 2 C.F.R. § 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 C.F.R. § 200.338, Remedies for Noncompliance, including Contractor's suspension or debarment (2 C.F.R. Part 180, 31 U.S.C. 3321).

H. Fair Housing Act (42 U.S.C. § 3601-19), as amended, and the implementing regulation.

I. Federal and State Occupational Safety and Health Statutes.

J. Title VII, Subtitle B of the McKinney-Vento Homeless Assistance Act.

As applicable, Contractor certifies that:

1. Contractor will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness; and
 2. In the case of Programs that provide housing or services to families, that Contractor will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- K. Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding recognizing the signs and symptoms of child abuse and neglect (For example, see <https://www.childwelfare.gov/pubpdfs/whatiscan.pdf>). Contractor, and each subcontractor, shall report any known or suspected child abuse or neglect, as defined in California Penal Code § 11165 et seq. to the Los Angeles County Department of Children and Family Services Child Protection Hotline (800-540-4000). Contractor, and each subcontractor, shall inform LAHSA of any reports made to the Child Protection Hotline.

L. Elder and Dependent Adult Abuse Reporting

Contractor's staff working on this Agreement shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.) and shall report all known or suspected instances of abuse or neglect of elders and dependent adults either to an appropriate County Adult Protective Services agency or to a local law enforcement agency as mandated by the referenced Welfare and Institutions Code. Contractor's staff working on this Agreement shall report the abuse and shall submit all required information in accordance with WIC Sections 15630 and 15633.5. Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within 24 hours of discovering or suspecting the abuse or neglect.

M. Drug-Free Workplace. By signing this Agreement, Contractor warrants and certifies compliance with the requirements on the Drug-free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;

- iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
3. Provide, as required by Government Code sections (8355(a)(3)), that every employee and/or subcontractor who works under this Agreement will receive a copy of Contractor's drug-free policy statement and will agree to abide by terms of Contractor's condition of employment or subcontract.

50. Property Maintenance Standards

- A. Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in Exhibit W, LAHSA Facility Standards and Exhibit X, LAHSA Program Standards, attached hereto and incorporated by such reference as Exhibits W and X. All work must be performed in accordance with Federal, State and local housing and building codes, as applicable.
- B. Personal property purchased with funds provided by this Agreement is the property of LAHSA and shall be returned to LAHSA unless otherwise required LAHSA.
 - 1. The property shall be used and maintained by Contractor as follows:
 - a. Property shall be used solely in the performance of this Agreement; and
 - b. No modifications shall be made to the property without the prior written approval of LAHSA.
- C. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to LAHSA; and
- D. Contractor shall assure that all non-expendable equipment purchased with funds provided by previous agreements between LAHSA and the Contractor, and any subsequent amendments thereto, and all such equipment inventory record card, together with all non-expendable equipment purchased under the terms of this Agreement, shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.
- E. Information regarding the purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles shall be maintained by the Contractor to be submitted to LAHSA upon request.

51. 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, City, and Funding Entity(ies) 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, the County, City, or the Funding Entity(ies) may be found jointly or solely liable.

52. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, LAHSA may, in its sole discretion, terminate the Agreement.

53. Assignment and Delegation/Mergers or Acquisitions

- A. Contractor shall notify LAHSA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying LAHSA of pending acquisitions/mergers, then it should notify LAHSA of the actual acquisitions/mergers as soon as the law allows and provide to LAHSA the legal framework that restricted it from notifying LAHSA prior to the actual acquisitions/mergers.
- B. Contractor shall not assign its rights or delegate its duties under this 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 and shall constitute a material breach of this Agreement. For purposes of this paragraph, LAHSA consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under this Agreement shall be deductible, at LAHSA's sole discretion, against the claims, which Contractor may have against LAHSA.
- C. 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 the prior written consent of LAHSA in accordance with applicable provisions of this Agreement.
- D. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- E. Contractor's 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 LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

54. Employment of Key Personnel

- A. For the purpose of this Agreement, the Executive Director, Program Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal, technical submission, and Program Budget. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.
- B. Contractor shall ensure that all staff persons providing professional services, needed in support of this Program shall have appropriate licenses required by federal, state, and local laws. For the purpose of this Agreement, professional services shall constitute services rendered by persons who are members of a particular professional or possess a special skill. Professional services include, but are not limited to: medical services, mental health services, accounting services and legal services.

55. Contractor Personnel

- A. Contractor shall employ persons meeting the qualifications for those positions listed in the proposal, technical submission, and Program Budget.

- B. Deviation of the foregoing limitations shall be in accordance with provisions specified in Section 70, Changes and Amendments to Terms and Conditions, of this Agreement.

56. Conflict of Interest

- A. Contractor may adopt, by duly authorized motion of its Board of Directors, this Code of Conduct, which is set forth below, or may submit its own Code of Conduct for LAHSA approval, in Exhibit B, Conditions Precedent, Attachment 12. Contractor shall submit a copy of the Resolution of its Board of Directors adopting either the Code of Conduct contained in this Section 54 (B through M) of this Agreement as its Code of Conduct, or such other Code of Conduct that contains the below requirements to LAHSA for approval prior to contract execution.
- B. Prior to obtaining LAHSA's approval of any subcontract, Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors, or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- C. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by LAHSA funds (regardless of source) where such person is a director, officer, employee or agent of subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc., or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. Subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. Participation of such person would be prohibited by the California Political Reform Act, California Government Code § 87100, *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- D. Definitions
1. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, for daughter-in-law.
 2. The term "financial or other interest" includes, but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in managerial capacity; or membership on the board of directors or governing body.
 3. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- E. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest or benefit in the transaction.
- F. No director, officer, employee, or agent of Contractor may be on the Board of Directors if they receive any financial benefit provided by any LAHSA Agreement.

- G. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subcontract (or persons who are otherwise in a position to benefit from the actions of any officer, director, employee or agent).
- H. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
- I. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of LAHSA, the State of California, the County and City of Los Angeles, and federal regulations regarding conflicts of interest.
- J. Contractor warrants that it has not paid or given or will not pay or give to any third party, any money or other consideration for obtaining this Agreement.
- K. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract any proceeds thereof for work to be performed in connection with this Program during his or her tenure as such employee, member or officer for one year thereafter.
- L. Contractor shall incorporate the foregoing subsections of this Section 54 into every Agreement that it enters into in connection with this Program and shall substitute the term "Contractor" with "Subcontractor".
- M. Contractor warrants that it has adopted and shall comply with the Code of Conduct as approved by LAHSA that meets the foregoing requirements.

57. Non-Discrimination and Affirmative Action

- A. Contractor shall make every effort to ensure that all Programs funded wholly or in part by LAHSA funds shall provide equal employment and career advancement opportunities for minorities, women, and small businesses. In addition, Contractor shall make every effort to employ residents in the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.
- B. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County and City of Los Angeles. Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended, by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section 55.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24, Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

58. Involuntary Family Separation

Contractor providing services, emergency shelter, transitional housing, and/or permanent housing to families with children under the age of 18 shall not deny admission to any family based on the age of any 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.

59. 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, written to comply with and build upon the U.S. Department of Housing and Urban Development’s 2016 final rule entitled “Equal Access in Accordance with Gender Identity in Community Planning and Development Programs”.

The policy, entitled Equal Access and Gender Identity (EAGI), requires that LAHSA contractors provide individuals experiencing homelessness welcoming, non-discriminatory environments, as stipulated in Exhibit V, Equal Access Policy.

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.

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.

60. Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

- A. Contractor acknowledges that the LAHSA 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.
- B. 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 J.
- C. 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.

61. 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.

62. Violence Against Women Act

- A. On January 26, 2018, the LAHSA 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 attached hereto and incorporated herein by such reference as Exhibit U. 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 U, LAHSA's VAWA Policy, is attached hereto and incorporated herein by such reference.
- B. Failure of Contractor to comply with the LAHSA's VAWA Policy will be deemed to be a material breach of this Agreement by LAHSA.
- C. 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.
- D. 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.

63. Equal Benefits Ordinance

- A. On March 21, 2001, LAHSA Board of Commissioners adopted the City of Los Angeles Equal Benefits Ordinance ("EBO") as its own policy and requires that each Contractor comply with the EBO unless otherwise exempted in accordance with the provisions of the EBO, §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.

During the performance of this Agreement, Contractor certifies 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 this Agreement with LAHSA, Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administrator, Office of Contract Compliance Section at (213) 847-6480.”

- B. Failure of Contractor to comply with the EBO will be deemed to be a material breach of this Agreement by LAHSA.
- C. If Contractor fails to comply with the EBO, 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.
- 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 §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 Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.

64. Religious and Political Activities

Contractor agrees that funds under this Agreement will 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. Further, 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.

65. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in LAHSA funded programs. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is determined to be a religious or faith-based organization.

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, participation must be voluntary for the beneficiaries or participants of the grant-funded program or services.
- B. A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds provided under this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based Contractor may use space in their facilities to provide funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or participant or prospective program beneficiary or participant on the basis of religion or religious belief.

- F. Agreement funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Agreement funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant-funded religious congregation uses as its principal place of worship, however, are ineligible for grant-funded improvements. Disposition of real property after the term of this grant, or any change in use of the property during the term of the grant is subject to government-wide regulations governing real property disposition.
- H. If a program participant or prospective program participant of the funded Agreement program objects to the religious character of the Contractor providing services under the program, then Contractor shall make reasonable effort to identify and refer the program participant to an alternative Contractor within the same geographical area.

66. Americans with Disabilities Act

Contractor shall comply with the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12101, *et seq.*, and its implementing regulations, 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 U.S.C. 794 and 24 C.F.R. Parts 8 and 9; the Uniform Federal Accessibility Standards (“UFAS”), 24 C.F.R. Part 40 and the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*; 24 C.F.R. Parts 100, 103 and 104 (“FHA”); Title II and Title III of the Americans with Disabilities Act, as applicable (28C.F.R. Parts 35 and 36), 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, ADAAA, Rehab. Act, UFAS, and 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 Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

67. Time Off for Voting

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

68. Contractor’s 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 B, Conditions Precedent, attachment 18., Charitable Contributions Certification, 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).

69. Citizen Participation

Contractor shall promptly provide all Program data necessary for LAHSA to provide reports to citizens. Discussions will be held often enough so that Contractor will be adequately apprised of citizen recommendations during the course of the Program. Contractor representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the LAHSA Executive Director or his/her designee.

70. Required Clearances for Staff, Volunteers, and Clients

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 and California Public Resources Code Section 5164(a)(2). Fingerprinting and a background check may be required of other staff and volunteers depending upon the amount of time and contact the staff member will have with minors. 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 subcontractor, and make these records available for future inspection.

B. Tuberculosis Screening of All Clients 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 R, Standardized Tuberculosis ("TB") Guidelines of this Agreement, located at the following Internet hyperlink, <https://www.lahsa.org/contracts> and incorporated herein by reference. The internal procedure shall provide:
 - a. Screening for all employees and all volunteers in direct contact with Program Participants;
 - b. 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 24 herein.
4. Contractor agrees that LAHSA may update Exhibit R, Standardized Tuberculosis ("TB") Guidelines, 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.

71. Cessation of Program Services

- A. In the event that Contractor does not continue to operate the Program funded under this Agreement, 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 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. In 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.

72. Changes and Amendments to Terms and Conditions

- A. Either Party may request a change or amendment to this Agreement
- B. For any Material Change under this Agreement, **other than for an allocation or reduction in funding**, a negotiated Amendment to this Agreement shall be prepared by LAHSA and then signed by the LAHSA Executive Director or his/her designee and Contractor’s Executive Director or his/her designee.

For the purpose of this Agreement, a “Material Change” includes, but is not limited to: a change to the services to be performed by Contractor, the Statement of Work, scope of work, or term; a Program change (e.g. a change in recipient, site change, a change in the category of participants to be served in the Program, a change in the number of units or Program participants served in the Program); an addition or deletion in the type of activities funded; or a change to any term or condition included under this Agreement.

- C. For any changes related to funding, including allocation or reduction in funding, refer to Section 9. Compensation.
- D. For any non-Material Change to the Program, a Change Notice shall be prepared by either party and signed by the LAHSA Director of Contracts and Grants Management or his/her designee and Contractor’s Executive Director or his/her designee.
- E. For any change in Contractor’s corporate name, Contractor shall notify LAHSA within seventy-two (72) hours, in writing, of the change.
- F. No verbal agreement or conversation with any officer of either party shall affect or modify any terms and conditions of this Agreement or materially change this Agreement.

73. Waivers

Waivers of provisions of this Agreement must be in writing and signed by the Executive Director of LAHSA or his/her designee and Contractor.

No waiver by LAHSA of a breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

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74. 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 in 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.

75. Defaults

Contractor's failure for any reason to comply with the contractual obligations of this Agreement, including failure to perform or observe any term, covenant or condition, within the time specified herein, shall constitute an event of default under this Agreement. Upon a Contractor's default, LAHSA reserves the right to:

- A. Reduce the total budget;
- B. Make changes in the scope of services of this Agreement;
- C. Withhold Payments;
- D. Place Contractor on probation status in accordance with Section 76 of this Agreement;
- E. Suspend Program operations in accordance with Section 77 of this Agreement; or
- F. Terminate this Agreement.

76. Sanctions

LAHSA shall review Contractor's performance on a periodic basis. If, in the judgment of the LAHSA Executive Director or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the LAHSA Executive Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may impose sanctions against Contractor. These sanctions shall include, but are not limited to:

- A. Withholding funds from Contractor's invoice for work not performed until corrective actions are taken. A description of the work not performed and the amount to be withheld from payments to Contractor from LAHSA will be forwarded to Contractor by the LAHSA Executive Director or his/her designee in a written notice describing the reasons for said action.
- B. Reducing funds allocated to Contractor in this Agreement. Please refer to Section 9, Compensation.
- C. Disallowing costs for activities or performance that are not in compliance with this Agreement; or
- D. Termination of this Agreement for failure to perform.

77. Liquidated Damages

If, in the judgment of the LAHSA Executive Director or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the LAHSA Executive Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may assess liquidated damages from Contractor. A description of the work not performed and the amount to be assessed from the Contractor, will be forwarded to the Contractor by the LAHSA Executive Director or his/her designee, in a written notice describing the reasons for said action.

If the LAHSA Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the LAHSA Executive Director or designee deems are correctable by Contractor over a certain time span, the LAHSA Executive Director or designee will provide a written notice

to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the LAHSA Executive Director may:

- (a) Assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to LAHSA for liquidated damages in said amount. Said amount shall be assessed from the Contractor; and/or
- (b) Upon giving ten (10) business days' notice to Contractor for failure to correct the deficiencies, LAHSA may correct any and all deficiencies and the total costs incurred by LAHSA for completion of the work by an alternate source, whether it be LAHSA forces or separate private contractor, will be assessed from the Contractor, as determined by LAHSA.

The action noted above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover LAHSA cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

This Section 75 shall not, in any manner, restrict or limit LAHSA's right to damages for any breach of this Agreement provided by law or this Agreement, and shall not, in any manner, restrict or limit LAHSA's right to terminate this Agreement as agreed to herein.

78. 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 five (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 will notify Contractor in writing of the release of the probation period when Contractor has complied with the terms of the corrective action to LAHSA's satisfaction and in LAHSA's sole discretion.
- E. If Contractor fails to take the corrective actions prescribed in the notice of probation within six (6) months from the date the Contractor receives said notice, this Agreement is subject to termination, in LAHSA's sole discretion. However, LAHSA may, in its sole discretion, grant an extension of time beyond the six (6) month period, if LAHSA determines that the continuation of the program services being provided under this Agreement are in the best interest of LAHSA and the Funding Entity(ies).
- F. In the event that Contractor is placed on probation two 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 Statement of Qualifications ("RFSQ") released by LAHSA for a period of two years starting from the effective date of probation; or
 - 2. Suspension of this Agreement.

79. Suspension

- A. LAHSA may suspend all or part of the Program operations for failure of Contractor to comply with the terms and conditions of this Agreement by giving written notice.

- B. Said notice shall set for 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 Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension notice.
- 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 Section 44, Insurance, subsection E of 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 RFSQ released by LAHSA for a period of five (5) years starting from the effective date of probation.

80. Force Majeure

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, pandemics (including but not limited to the Covid-19 pandemic), quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

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

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

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81. Termination for Convenience

- A. At any time during the term of this Agreement, LAHSA may terminate this Agreement for LAHSA's convenience by giving Contractor thirty (30) days written notice thereof. The Executive Director or his/her designee is hereby authorized to give said notice on behalf of LAHSA, subject to ratification by LAHSA Board of Commissioners. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Upon such termination, LAHSA shall pay Contractor its reasonable and allowable costs, for satisfactory work performed, through the effective date of termination. Thereafter, Contractor shall have no further claims against LAHSA under this Agreement.
- B. Upon receipt of said notice of termination and except as otherwise directed by LAHSA, Contractor shall stop work under this Agreement on the date and to the extent specified in such notice. Contractor shall also complete performance of such part of the work as if it would not have been terminated by such notice.
- C. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become LAHSA property upon the date of such termination. Contractor agrees to execute any documents necessary for LAHSA to perfect, memorialize, or record LAHSA's ownership of rights provided herein.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funds for this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

82. Termination for Cause

- A. This Agreement may be terminated by LAHSA upon written notice to Contractor for cause (failure to perform satisfactorily) with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The LAHSA Executive Director, or his/her designee, is hereby authorized to give said notice on behalf of LAHSA, 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, 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, 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 funds for this Agreement 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, noncompliance, and health code violations.

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83. 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, 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 determination with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- B. Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit such improper consideration. The report shall be made to the 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.

84. Termination for Insolvency

LAHSA 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.

85. Termination Procedures

- A. In the event LAHSA terminates this Agreement for cause, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, services similar in scope and level of effort to those terminated, and Contractor shall be liable to LAHSA for all costs and damages, including, without limitation, any excess costs for such services.
- B. All property, documents, data, studies, reports, and records purchased or prepared by Contractor under this Agreement shall be disposed of in accordance with LAHSA directives.
- C. In the event that Contractor ceases to operate (e.g., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.
- D. 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 the satisfactory performance of this Agreement.
- E. LAHSA may withhold any payments owed to Contractor until such time as the exact amount of damages that may be owed to LAHSA from Contractor is determined.
- F. The foregoing subsections B, C, D, and E shall also apply to activities terminating upon the date specified in Section 7, Time of Performance or upon completion of the performance of this Agreement.
- G. The rights and remedies of LAHSA provided in this Section 83 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

86. Effect of Termination

- A. In the event that LAHSA terminates this Agreement for Cause, Contractor shall not be eligible for funding under any RFP, or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of termination.
- B. In the event that Contractor terminates this Agreement without approval of LAHSA, Contractor shall not be eligible for funding under any RFP or RFSQ released by LAHSA for a period of three (3) years starting from the effective date of termination.

87. 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 five (5) working days.

88. 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, State, County, City, or HUD, or their respective agents, officers or employees.

89. Effect of Legal Judgment and Severability

The invalidity or unenforceability of any provision or portion of this Agreement shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this Agreement.

90. Choice of Law and Venue Governing this Agreement

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to the choice of law or those provisions preempted by federal law. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Contractor agrees and consents to the exclusive jurisdiction of the court 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, Central Civil Division.

91. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any Program produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to LAHSA. LAHSA shall report the fact and disclose the Invention to Funding Entity(ies). Unless there is a prior agreement between LAHSA and Funding Entity(ies), Funding Entity(ies) shall determine whether to seek protection on the Invention. Funding Entity(ies) shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. § 200, *et seq.* (P.L. 95-517, P.L. 98-620, 37 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, as amended by Executive Order 12618. Contractor hereby agrees to be bound by the Policy, and will continually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of Funding Entity(ies) or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. LAHSA and Funding Entity(ies) shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any copyright purchased under this Agreement. Contractor shall comply with 24 C.F.R. § 200.315.

D. Rights to Data

1. Funding Entity(ies) and LAHSA shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" mean the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so, as required by 48 C.F.R. § 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. § 401 or § 402, LAHSA and Funding Entity(ies) acquires the data under a copyright license as set forth in 48 C.F.R. § 404(f)(2) instead of unlimited rights (48 C.F.R. § 27.404(a)).
2. Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms and provisions of this section into all subcontracts.

92. Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a LAHSA solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a LAHSA solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of LAHSA. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the LAHSA solicitation or the termination or cancellation of any resultant LAHSA contract. This provision shall survive the expiration, or other termination of this Agreement.

93. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict LAHSA or County from acquiring similar, equally or like goods and/or services from other entities or sources.

94. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

95. 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 oral or written, relating thereto. This Agreement may be amended only as provided for herein.

96. Confidentiality of Information

A. LAHSA and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, California Department of Social Services, California Department of Education, County Welfare Departments, County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges, and Department of Alcohol and Drug Programs.

B. LAHSA and Contractor agree that:

1. Each party 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, LAHSA and County policies concerning information technology security and the protection of confidential records and information.
2. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their employees are only on a “need-to-know” basis.
3. Each party shall inform all of its directors, officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
4. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in § 1798.55 of the Civil Code, §502 of the Penal Code, § 2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
5. Each party, where appropriate, shall store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal or other means.
6. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
7. If LAHSA or Contractor enters into an agreement with a third party to provide services under this Agreement, LAHSA or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed

to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

C. Contractor also certifies the following:

1. 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.
2. Contractor will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program, and
3. The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such Program.
4. Contractor shall adhere to the provisions of Exhibit B, Conditions Precedent, Attachment 9, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to this Attachment.
5. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit B, Conditions Precedent, Attachment 10, Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
6. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.
7. Contractor agrees to notify LAHSA in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the relationship) containing Contractor's or LAHSA's Confidential Information related to this Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

97. Entire Agreement

This Agreement consists of this document, including all Exhibits and attachments referenced herein, which together constitute the entire understanding and agreement of the parties.

98. Authorization Warranty

Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

99. Counterparts and Electronic Signatures and Representations

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

B. LAHSA and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared pursuant to this Agreement and received via communications facilities (Email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Agreement.

100. Commencement Date

This Agreement shall commence on July 1, 2021.

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IN WITNESS WHEREOF, the Los Angeles Homeless Services Authority and Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM FOR LAHSA on June 10, 2021:

Rodrigo A. Castro-Silva
County Counsel

Aleen Langton
Principal Deputy County Counsel

APPROVED AS TO FORM FOR LAHSA on June 10, 2021:

Michael N. Feuer
City Attorney

Catrina Archuleta-Silva
Deputy City Attorney

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: _____
Heidi Marston
Executive Director

Executed on this: _____

FOR: The People Concern

Internal Revenue Service ID Number:
95-6143865

By: *John Maceri* _____
Print Name: **John Maceri**
Title: **Chief Executive Officer**

Executed on this: 07/29/2021

Exhibit A
Statement of Work
Part 1: Scope of Required Services (SRS)

Agreement Number: 2021ABA13
Contract Name: The People Concern



Bridge Housing Program Scope of Required Services (SRS)

This Scope of Required Services (SRS) for the Bridge Housing program contains a written summary of, and links to, detailed information regarding the services that must be provided to eligible participants experiencing homelessness receiving Bridge Housing services. This SRS and the documents that are linked hereto, in combination with LAHSA Program Standards, LAHSA Facility Standards, and the Program Profile and Performance Targets, together, comprise the entire Statement of Work for Bridge Housing. LAHSA reserves the right to make any necessary changes related to prioritization, matching, and other aspects of the implementation of the complete Coordinated Entry System (CES). Contractors will be notified through policies, interim guidance, and other forms of guidance when deemed necessary. LAHSA policies and procedures are available on the LAHSA website.

BRIDGE HOUSING OVERVIEW

Bridge Housing provides a safe, Low-barrier, Housing First, Housing-Focused, and supportive twenty-four (24) hour residence to persons experiencing homelessness, while they are working on locating, applying to, and obtaining their permanent housing. Bridge Housing prioritizes individuals experiencing homelessness based on the vulnerability level of the individual person, with the most vulnerable prioritized. Prioritization factors include mental health conditions, physical disability, and length of homelessness. Bridge Housing programs must work in collaboration with LAHSA and the CES in Los Angeles County. Bridge Housing should fit seamlessly with the other CES Program components.

ELIGIBILITY FOR SERVICES

1. **Homeless Status:** Participants must be determined to be homeless Categories 1 & 4 according to the U.S. Department of Housing and Urban Development (HUD)'s Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution. **Please see Appendix II for detailed description of eligibility for Bridge Housing (BH) and Contractor responsibilities.**
 - 1.1 Contractors will be responsible for documenting the determination of the participant's homelessness status utilizing the LAHSA Approved LA-CoC Homeless Certification Forms.
 - 1.2 Contractor will be responsible for obtaining the LA-CoC Homeless Certification Forms from any referring agency or proof of institutional stay.
 - 1.3 All documentation is required to be placed inside the participant's master file and upload the on the participants HMIS profile.
 - 1.4 Contractor must document the participant's homeless status in the Homeless Management Information System (HMIS).
 - 1.5 Please refer to the following training video on how to complete the LA-CoC Homeless Certification Forms: <https://www.youtube.com/watch?v=PMkGNLKi3E>

POPULATION

2. **Population served:** Please see **Appendices II and III** for detailed descriptions of eligibility and/or specialized population being served under a Bridge Housing Program. Unaccompanied Minors are not eligible for enrollment or services in programs that serve Single Adults. An exemption exists for unaccompanied minors who are legally emancipated.

- 2.1 **Bridge Housing for Youth and Adults: CES Acuity Score-Based:** Contractor must prioritize beds for participants with High Acuity Scores including: those who are matched, not yet matched, or exiting an institution, over participants with Mid Acuity Scores.
 - 2.1.1 **High Acuity:** Participants with CES Survey Scores between **8-17** that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES.
 - 2.1.2 **High Acuity:** Participants with CES Survey Scores between **8-17** that have not yet been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES and/or enrolled in the Housing Navigation Program.
 - 2.1.3 **Mid Acuity:** Participants with CES Survey Scores **4-7** that have been matched to permanent housing (Rapid Re-Housing or Permanent Supportive Housing) through CES or enrolled in the Housing Navigation Program.
- 2.2 **B7 HPI Bridge Housing for Youth and Adults-Exiting Institutions**
 - 2.2.1 Participants who are exiting institutions. **See Appendix II and III with detailed requirements and further guidance.**
3. Participants must not need hospitalization or skilled nursing care. Participants must be able to manage Activities of Daily Living (i.e. ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently).

CENTRALIZED REFERRAL SYSTEM

4. **Centralized Referral System (CRS):** The Centralized Referral System is a collaboration between LAHSA and the Los Angeles County Health Agency (Departments of Health Services, Mental Health, and Public Health) to coordinate interim housing resources. CRS will help facilitate successful referrals to the appropriate interim housing bed provider. CRS will be managed by Interim Housing Placement Coordinators at LAHSA, DHS, DMH and DPH. The Placement Coordinators will work closely with all Contractors to provide referrals based on eligibility, prioritization, and bed availability.
 - 4.1 Contractor must agree to receive referrals from the LAHSA Interim Housing Placement Coordinator and/or designated Los Angeles County Health Agency (Departments of Health Services, Mental Health, and Public Health) Placement Coordinators, including accepting referrals submitted via the LAHSA/Los Angeles County Health Agency Standardized Referral Form.
 - 4.2 Contractor must follow any LAHSA issued guidance and/or procedures issued on the use of the CRS.
5. When the system utilizes HMIS for referrals, Contractor is required to participate in this practice.
6. **CES Participation:** Bridge Housing Programs are an integral part of the CES, which was created to ensure consistent approaches for access to, and delivery of, services in Los Angeles County. Therefore, Bridge Housing Programs must work in collaboration with the CES. **Please see LAHSA Program Standards for further detail.**
7. **CES Triage Tool:** Contractor must utilize the population-appropriate LA County CES Triage Tool to determine eligibility for and connection to the appropriate housing intervention. **Please see LAHSA Program Standards and Interim Housing Practice Standards for additional information.**

- 7.1 The triage tools must be administered in an office setting by staff who have completed training required by the LA CoC. If the participant is unable to complete the triage tool in one sitting, it can be completed over multiple meetings.
- 7.2 The triage tools must be administered in a place that allows the participant needed privacy for answering the questions.

SUPPORTIVE SERVICES AND ACTIVITIES

8. Contractors providing Bridge Housing services and assistance must provide those services specifically needed by, and requested by, each participant. Bridge Housing services are provided either directly by Contractor or through subcontracted services arrangements. Each participant must be individually assessed for the types of services needed. The services that can be provided are listed below but are not limited to this list.
9. **Direct Support Services:** Contractors providing Bridge Housing are funded for and must provide the following services directly to participants in the program:
 - 9.1 Twenty-four (24) hour bed availability
 - 9.2 Housing Navigation (for participants not receiving Housing Navigation services from another program)
 - 9.3 Case Management (if participants are receiving Housing Navigation services from an external partner, Bridge Housing Case Managers must continue to provide additional Housing-Focused Case Management services to support and augment Housing Navigation services, to coordinate and facilitate housing placement)
 - 9.4 Residential Supervision
 - 9.5 Crisis Intervention & Conflict Resolution
 - 9.6 Security
 - 9.7 Meals
 - 9.8 Restrooms & Showers
10. **Problem Solving (aka Diversion):** The first conversation upon entry should be to assess for the possibility of Diversion so as to assist the person to self-resolve their housing and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant, rather than reside in the Bridge Housing.
 - 10.1 If resources are needed to successfully divert a person from entry into the homelessness system, a referral must immediately be made to a CES Diversion/Prevention program (when available) or a request can be made to use Problem Solving Assistance Funds.
 - 10.2 In order to identify other permanent housing options, Contractor should continue to have Problem Solving conversations with the participant while residing in Bridge Housing. **Please refer to the Problem Solving Scope of Required Services located in the Document section of the LAHSA website for further guidance.**
11. **Program Intake:** Contractor must allow for intake of new participants at least five (5) days a week during regular business hours and as long as beds are available. **Please see LAHSA Program Standards and Interim Housing Practice Standards for further guidance.**
 - 11.1 Contractor must **NOT** permanently “ban” participants from re-entering the Bridge Housing program, regardless of reason for participant’s exit or termination from previous enrollments in Contractor’s programs.

- 11.2 Contractor must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant.

CASE MANAGEMENT

12. **Case Management and Support Services:** Housing-Focused Case Management Services are provided by Bridge Housing staff to assist participants in moving forward in accessing permanent housing through referrals to housing programs (such as RRH, Permanent Supportive Housing, affordable housing, etc.). This service is provided by Bridge Housing staff when the participant enters the program without an already established connection to a Housing Navigator. The primary objective of Housing-Focused Case Management/ Support Services is to extend support to participants through an individualized case management relationship, that will ultimately translate to increased housing stability. This includes but is not limited to support with completing housing applications, accompanying the participant to housing appointments and/or leasing appointments, and other support associated with the housing placement process.
 - 12.1 Contractor must provide Housing-Focused Case Management that is offered in accordance with Housing First and Trauma Informed Care principles, to assist the participant either to self-resolve their housing Bridge and/or be connected to a permanent housing provider.
 - 12.2 Contractor must document the content and outcome of case management meetings with participants as case notes under the designated program in HMIS. **Please see LAHSA's Program Level Case Note video on how to do this:** https://www.youtube.com/watch?v=Hg39kR6ms_s.
 - 12.3 To maintain the momentum of participants' progress towards obtaining permanent housing, the Contractor must offer case management services to each participant at least **two (2) times per month**. The frequency of how often case management services is offered to each participant can be increased depending on need and availability. All efforts on behalf of the Contractor to engage a participant in case management services should be documented in HMIS as well as the response from the participant.
 - 12.4 Case notes in HMIS should be documented in a manner that is succinct, objective, and factual.
13. **Case Management Ratio:** Contractors are recommended to maintain a ratio of approximately one (1) staff to every twenty-five (25) participants for optimal service delivery.
 - 13.1 Caseloads should be determined through consultation between line and supervisory staff while examining the level of acuity/need, the amount of contact that is needed to successfully engage the household, and the length of time needed to meet participants where they reside.

HOUSING AND SERVICES PLAN

14. **Housing and Services Plan:** Following intake and assessment, Bridge Housing Case Managers must develop a Housing and Services Plan in coordination with the participant. **Please refer to LAHSA Program Standards and Interim Housing Practice Standards for more details about HSP and Contractor responsibilities.**
15. **Monthly Update:** Case Managers are **required** to document the participant's progress towards achieving the goals established in their Housing and Services Plan as a case note in HMIS at least **one (1) time per month**. Case managers have the option of completing the LAHSA approved Monthly Update Form although it's not required.
 - 15.1 All HSP goals must be referenced and the progress made on each goal must be provided within each monthly case note.

16. **Housing Navigation Services:** If a participant is not assigned a Housing Navigator, Contractor must provide Housing Navigation services to participants to support their housing placement goals. Housing Navigation services may be provided on-site and may also require participants' to be accompanied to off-site appointments.
 - 16.1 Housing Navigation services must be focused on assisting the participant in identifying and accessing permanent housing, within their realistic budget, ideally within the initial ninety (90) days of their enrollment into the Bridge Housing Program.

LENGTH OF ENROLLMENT

17. Contractor must strive to assist participants in moving out of Bridge Housing and into their own Permanent Housing unit as quickly as possible. The total length of stay can and should be individually determined, based on the participants need. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible. **See Appendix II for further guidance.**
 - 17.1 Bridge Housing participants may receive extensions on their length of stay, if they meet the following criteria:
 - 17.1.1 Participant has been matched to housing but has not been able to identify a suitable unit or is still going through the application process with a permanent housing provider.
 - 17.1.2 Participant is High Acuity (CES Survey Scores between 8-17) but has not yet been linked to an appropriate housing resource.
 - 17.1.3 Participant is currently working towards one or more goals established in the Housing and Services Plan but not yet connected to a housing resource. Contractors are expected to apply a Low Barrier approach when considering a participant's progress towards their goal(s).
 - 17.2 Contractor must use the Bridge Housing Program: 90-Day Extension Form to document the reason(s) for the extension of time and reference the goals outlined in the Housing and Services Plan. Contractor must also reference how progress towards Housing and Services Plan goals will lead to permanent housing.
 - 17.3 Contractor must ensure that this documentation has been entered into the participant's HMIS record by the Case Manager.
 - 17.4 Participants who do not engage in any activities that will help them progress towards achieving the goals outlined in their Housing and Services Plan, after the Contractor has done due diligence to engage them in these activities, may be exited from the program. Due diligence attempts to engage participants must be documented via case notes in HMIS and are defined by multiple contact efforts by phone, or email, or other means (if relevant).

EXITING PARTICIPANTS

18. Contractor must develop clear Policies and Procedures for exiting participants from the Bridge Housing Program.
 - 18.1 Contractor must exit the participant from enrollment in Bridge Housing when the following conditions are met:
 - 18.1.1 Participant is successfully placed into permanent housing.
 - 18.1.2 Participant relocates outside of Los Angeles County.

- 18.1.3 Participant is enrolled in another Interim Housing program (Crisis, Bridge, Recuperative Care, Stabilization, etc.) or Transitional Housing Program.
- 18.1.4 Reunification services are utilized or the participant self-resolves their housing Bridge.
- 18.1.5 Participant is deemed a risk to the safety of the contractor’s staff, or other participants.
- 18.1.6 Participant will be hospitalized or incarcerated for seven (7) consecutive days or more. See addendum specific to Bridge Housing for Persons Exiting Institutions for specialized standards relative to this sub-population.

18.2 Participants that miss check-in for two (2) consecutive bed nights **MUST NOT** be exited from their Bridge Housing bed. Contractor is permitted to exit the participant from their Bridge Housing bed if the participant misses three (3) consecutive nights with unapproved absence (that is, upon missing check-in for the third night in a row). If the participant returns for services after being exited, efforts must be made to address the participant’s needs and re-enroll into Bridge Housing.

18.3 Contractor must **NOT** exit a Participant from Bridge Housing for the following reasons:

- 18.3.1 For missing check-in for two (2) consecutive nights (they can be exited if they fail to show on the 3rd night)
- 18.3.2 Active substance use
- 18.3.3 Failure to have an income
- 18.3.4 Active health issues
- 18.3.5 Mental health conditions
- 18.3.6 Failure to abide by personal budget
- 18.3.7 Non-compliance with Housing and Services Plan
- 18.3.8 Medication non-compliance
- 18.3.9 Or generally considered “difficult to work with.”

18.4 Contractor should re-enroll participants that have been exited due to unapproved absences if a bed is available.

18.4.1 Contractors that participate in the CES matched-based system for referrals must coordinate with LAHSA’s Interim Housing Matcher to re-enroll exited participants.

18.5 When possible, Contractor should avoid discharging participants directly to the streets or places not meant for human habitation and instead attempt to facilitate a transition to another interim housing program. When a participant has been successfully linked to another interim housing program, Contractor should provide the necessary support to ensure a successful transition.

18.6 When the participant has been successfully linked to a permanent housing program, Contractor must work collaboratively with the Permanent Housing Provider to facilitate a quick and successful transition that is not disruptive to the participant.

19. **Exit Plan:** Contractor must complete an Exit Summary Plan Form for all exited participants.

19.1 Exit Plans for participants not entering Permanent Housing placement should include referrals and linkages to other interim housing resources, with a warm hand-off (i.e., documented transition between providers) that show a smooth transition from Bridge Housing was made.

19.1.1 When participants exit the facility before completing the exit interview, Contractor is expected to maintain a copy of the Exit Plan and list of interim housing resources for the participant should they return to the facility.

19.2 Contractor must complete the program exit page in HMIS indicating where the participant has “exited to.” “Unknown destination” entries in HMIS are to be discouraged. Exits must be entered in HMIS at the time of their exit. (If new information about a participant’s exit destination becomes available after they’ve been exited from the program, Contractor should proceed with updating the exit destination on the program exit page in HMIS.)

19.2.1 Contractor should include a final case note in HMIS that includes supporting details about the participant’s exit from the program.

HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

20. In order to provide well-coordinated support for households and manage the limited resources available in the CoC, Contractors must utilize HMIS to track Households served and the services provided.
21. Contractor will encourage all served participants to sign the Consent to Share Protected Personal Information form, granting other CES providers access to their information.
22. In addition to Contractor requirements for utilization of HMIS, Contractor is also required to adopt and implement best practices for data entry as follows:
- 22.1 With any participant or household, the Contractor will first search the Clarity HMIS database for an existing profile; if none is found, the Contractor will collect and record the participant/household’s consented information into the database and create a participant record.
- 22.2 Contractor must complete the participant’s HMIS program enrollment. When previously undisclosed information is gathered the Contractor must update the program enrollment with the applicable information.
- 22.3 With any participant or household, the Contractor will check for an existing population-appropriate CES Survey in the Clarity HMIS database; if none is found, the Contractor will seek the consent for and the completion of the population-appropriate CES Survey. If completed using the printed CES Survey packet, Contractor must enter the participant’s standardized assessment in HMIS within twenty-four (24) hours of the completion.
- 22.4 If providing service(s), Contractor must complete the enrollment (program entry/intake) questions in the Clarity HMIS database with as much information as the participant/household can provide. If missing information, mark the appropriate field – “Client Doesn’t Know” or “Client Refused”; if/when a participant/household discloses any missing information, the Contractor must update the participant’s standardized assessment in HMIS within twenty-four (24) hours of the completion or update of the standardized assessment.
- 22.5 With any participant or household, the Contractor must enter all bed service(s) provided to program participants.
- 22.5.1 Enrollment in the program or having a bed reserved does **not** automatically mean that bed service should be entered for a participant. Contractor must enter the bed service daily to reflect a participant’s or household’s **physical use of that bed each night**. If applicable, Contractor must also appropriately mark the funding source for the given bed service(s).

- 22.6 With any participant or household, the Contractor must record changes in regular Income (as defined in the HUD Data Standards), Employment status, and/or Disabling Conditions and Barriers as Status Update Assessments within their program enrollment. Contractor must follow guidance regarding the documentation of these changes, and file them accordingly. Status Update Assessments must be completed with twenty-four (24) hours of any reported change.
- 22.7 Update information and complete case notes on services provided to the participant within a twenty-four (24) hours following the provision of services.
- 22.8 With any participant or household, the Contractor must record the program exit or termination within twenty-four (24) hours following their determined exit from the program. As the Exit Date, the Contractor will use either a) the date of the last service provided, or b) the date following the last bed service – whichever was last provided under the program enrollment.
- 23. Once the HMIS system has been updated to accommodate coordinated access of Bridge, Transitional Housing, and Permanent Housing resources, Contractor must utilize HMIS to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing.
- 24. Contractor must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.

PARTICIPANT MASTER FILE

- 25. All documents are recommended but **NOT** required for enrollment into the program. Contractor must assist participant with obtaining the documents or information, if participant does not have them, upon program entry. Once obtained, a copy of participant’s documents, including identification and income documents, must be kept in participant file. An electronic file is acceptable should Contractor prefer to upload core documents into HMIS.
- 26. Contractor must maintain a file for each participant that contains the following, but not limited to:

26.1 Core Documents for Bridge Housing Participant File:

Document	Guidance
Participant Identification	Required - See LAHSA Program Standards
Program Participation Guideline Agreement form	Agency created form. Must be dated and signed by the participant and contractor.
Grievance Procedure Acknowledgement Form	Agency created form. Must be dated and signed by the participant and contractor.
Population Appropriate LAC- CoC approved CES Survey	If completed during intake (or print the “Client Summary Report” from HMIS if a CES Survey result is provided.)
LA CoC Homeless Certification Form and/ or required institutional documentation	Required - See LAHSA Program Standards
Income Verification forms	if collected, ex. DPSS, SSA, pay-stubs, bank statements, etc.
Housing and Services Form	Required-Use LAHSA approved form and track the date the HSP was completed in HMIS
Monthly Update Form	Optional- Use LAHSA approved form and track service monthly in HMIS

Budget Tool	Optional, use as needed
Case Notes	Required- Enter into HMIS
Incident Reports, Notice of Noncompliance	If Applicable
Exit Summary Form, including Reunification Certification Form and Transportation Assistance Request Form as appropriate.	Required- Use LAHSA approved forms when exiting participant from the program

FACILITIES AND OPERATIONS

27. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.
- 27.1 Contractors must, however, establish Harm Reduction policies, practices, and procedures designed to minimize negative consequences resulting from participants use or possession of contraband items as referenced above.
- 27.2 Harm Reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of participants and/or staff.
28. Contractor must allow for in and out access of the shelter between 6:00 AM and 10:00 PM and accommodate access for anyone who may have employment or other important scheduling needs outside of those designated hours.
29. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.
30. Contractor must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
31. The facilities used to provide Bridge Housing may provide beds or cots in a single-site facility with sleeping accommodations in multiple rooms or a congregate dormitory setting. Bunk beds are acceptable for use; however, Contractor must create policies and procedures addressing accessibility.
- 31.1 Contractor shall provide basic furnishings in the bedrooms and common areas of the facility. All shared bedrooms must be in compliance with LAHSA's equal access policy.
- 31.2 Contractor must provide accommodations for mixed-gender and same-gender couples, as available. Variations to these requirements may exist between populations, consult population specific appendix.
32. There must be a minimum of three (3) feet, or thirty-six (36) inches between the long side of adjacent beds or cots. The configuration of beds / cots in a dormitory or large room setting must include aisles that are sufficient in size and placement to facilitate ease of passage in the event that an emergency evacuation of the facility is necessary.
33. The facilities must also provide, at a minimum, laundry facility (or provide participants with assistance connecting to laundromat services) so that they can wash their clothing. **See LAHSA Facility Standards document which can be located in the Documents section of the LAHSA website.**

34. **Storage:** Contractor must provide each participant with access to storage for personal possessions which can be checked in and out during their time in the Bridge Housing Program. Minimum storage must be the equivalent of a standard 12" x 12" x 12" locker. Additional storage must be made available as facility capacity allows.

CONTRACTOR OBLIGATIONS

35. Please see the **LAHSA Program Standards and LAHSA Facility Standards** for a detailed description of requirements.
36. Contractor agrees to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
37. Contractor is hereby contracted to provide the number of Bridge Housing beds/units and to serve the number of unduplicated participants experiencing homelessness specified in Program Profile and Performance Targets during the contract term under this Agreement.
38. To better assist individuals be connected to Bridge Housing programs, Contractor must provide a Point of Contact, Intake hours, etc. by completing the Interim Housing: Program Access Profile. Refer to the following [link](#) to access the form. The form must be submitted to LAHSA within one (1) month of Program Start date at interimhousing@lahsa.org. If any changes occur (point of contact, intake hours, etc.) an updated form must be submitted within seven (7) days.

PROGRAM PARTICIPATION GUIDELINES

39. Bridge Housing provider must incorporate as part of their program, a set of program participation guidelines that serve as protocols for ensuring the safety and security of program participants, as well as program staff.
- 39.1 Program participation guidelines must incorporate language to support a Low-Barrier and Harm Reduction approach required of all programs.
- 39.2 Program participation guidelines must be participant-centered to minimize barriers to accessing a Bridge Housing bed and also prevent/minimize exits from program due to Rule violations.
- 39.3 Program participation guidelines should address safety and security concerns, and any agency policy and procedure for search and seizure of property (search and confiscation of weapons and other contraband).
- 39.4 Program participation guidelines must be made available to LAHSA staff upon request and will be subject to review and approval by LAHSA.
- 39.5 Contractor must create a Program Participation Guideline Agreement form. Contractor must review the form with the participant upon program enrollment. The form must include a participant consent section that is signed and dated by the participant with a witness signature and dated to be signed by the contractor. Upon signature of the Program Participation Guideline Agreement, the participant is consenting to participate in the program and is certifying that they have read (or have been read) the program guidelines, and that they understand and consent to the expectations regarding abiding by the program guidelines.

PERSONNEL

40. Contractors operating 15 or more Bridge Housing beds must have at least one master's level staff (MSW/MFT, or similar) to: assist with crisis intervention; oversee case coordination; provide regular clinical supervision to all case management staff; and regular training with other operations staff, i.e. security guards. A master's level staff must be available at a minimum of 1 day per week and on-call as needed.
 - 40.1 Contractors must submit a copy of the license of any professionally licensed staff to interimhousing@lahsa.org within 7 days of hire.
41. Contractor must ensure that all staff and volunteers that are contracted/hired to provide services specifically to transition age youth must be fingerprinted and pass a criminal background (Live Scan) check before working/interacting with any youth who are served in the program.
42. Contractor must provide twenty-four (24) hour residential management and security services by qualified staff to ensure the safety of all participants and staff.

APPENDIX I. Acceptable Identification for Eligibility

Funding	City CDBG/ESG/GF	County ESG/GF E8/CESH/HEAP	B7
Program Model	Bridge Housing	Bridge Housing	B7 Bridge Housing

Participant Identification	<ul style="list-style-type: none"> • Participants are required to have a form of identification on file. • If a participant does not have an identification card at the time of the program screening, Contractor must not deny the participant entry to the program rather assist the participant in obtaining an identification card. • Category [A] are acceptable forms of government issued photo identification cards. • If the participant does not have any of the acceptable identification cards listed in Category [A] they may provide one acceptable form of alternative photo identification in Category [B] along with one acceptable non-photo form of identification in Category [C] to meet the government issue identification requirement. • A copy of a social security card is NOT required for the program. 					
	<table border="1"> <tr> <td style="text-align: center;"> [Category A] Government issued photo Identification Card (ID) </td> <td style="text-align: center;"> [Category B] Alternative Forms of acceptable photo identification Card (ID) </td> <td style="text-align: center;"> [Category C] Alternative Forms of acceptable non-photo identification </td> </tr> </table>	[Category A] Government issued photo Identification Card (ID)	[Category B] Alternative Forms of acceptable photo identification Card (ID)	[Category C] Alternative Forms of acceptable non-photo identification	OR	AND
	[Category A] Government issued photo Identification Card (ID)	[Category B] Alternative Forms of acceptable photo identification Card (ID)	[Category C] Alternative Forms of acceptable non-photo identification			
<ul style="list-style-type: none"> • State-issued DMV ID • State-issued DMV Driver’s license • Passport/ Passport Card • US Military ID • Immigration Services (USCIS) ID • Visa issued by department of state • Government issued ID 	<ul style="list-style-type: none"> • Student ID • Shelter ID • Employment ID • Bank/ Debit/ Credit Card • Transportation Card (METRO) • Library Card • Gym Membership Card • Warehouse Membership Card 	<ul style="list-style-type: none"> • Birth certificate • Utility Bill • Lease/ rental contract • School Records • Medical / Dental insurance card • Debit/ bank card • Credit card • Legal records/ court documentation • Tax Identification Number/ Paperwork (TIN) • Social Security card • American Automobile Association (AAA) card • American Association of Retired Persons (AARP) 				

APPENDIX II. Bridge Housing Program Eligibility Guidance for Adults and Youth

Funding	City CDBG/ESG/GF	County ESG/GF E8/CESH/HEAP	B7
Program Model	Bridge Housing	Bridge Housing	B7 Bridge Housing
<p>Population Served & Eligibility</p>	<p>High-acuity homeless individuals (CES Survey Scores between 8-17), and Mid-acuity homeless individuals (CES Survey Scores between 4-7), identified through CES</p> <p style="text-align: center;">AND</p> <p>matched to safe and supportive housing.</p> <p style="text-align: center;">OR</p> <p>High-acuity homeless individuals (CES Survey Scores between 8-17) who have not yet been matched to safe and supportive housing.</p>	<p>High-acuity homeless individuals (CES Survey Scores between 8-17), and Mid-acuity homeless individuals (CES Survey Scores between 4-7), identified through CES</p> <p style="text-align: center;">AND</p> <p>matched to safe and supportive housing.</p> <p style="text-align: center;">OR</p> <p>High-acuity homeless individuals (CES Survey Scores between 8-17) who have not yet been matched to safe and supportive housing.</p>	<p>Individuals over the age of eighteen (18+) who have exited an institution (hospital, jail/prison, etc.).</p> <p>For a description of these terms, see Appendix III.</p>
<p>Homeless Status</p>	<p>Participants must be determined to be homeless (Categories 1 & 4) per United States Department of Housing and Urban Development (HUD)'s final rule on "defining homeless" (24 CFR Part 578)</p> <p>Category 1: Literal Homeless- An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:</p> <ul style="list-style-type: none"> i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground); ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (Emergency shelter, transitional housing, motel/motel paid by government or charitable organization); <u>or</u> iii. Exiting an institution where (s)he has resided for 90 days or less AND were residing in an emergency shelter or place not meant for human habitation immediately before entering institution. Examples of Institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility. <p>Category 4: Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:</p> <ul style="list-style-type: none"> i. Have no identified residence, resources or support networks; AND ii. Lack the resources and support networks needed to obtain other permanent housing. 		

Homeless Verification	<p>Participants must have their Homeless status documented using either a HMIS Client Summary Report or the LA COC Homeless Certification forms.</p> <p>Providers seeking to document a client’s homelessness (Category 1 or Category 4) should first run the participant’s Client Summary report on HMIS. If the Client Summary Report verifies the individual is actively in a homeless program within seven (7) days, the provider may print the HMIS Client Summary Report and place in the participant’s file. If the Client Summary does not show the client met/meets the Category 1 or Category 4 definition within the last seven (7) days, the provider will need to use one of the universal forms to document a client’s homelessness at program entry.</p> <p>The LA COC Homeless Certification forms include the following:</p> <ul style="list-style-type: none"> • Observation of Homeless Status Form- Form 2199 • Third Party Verification of Homeless Status Form-Form 1444 • Self-Certification of Homeless Status Form- Form 1448
Geography	<p>Participants must be current residents of the County of Los Angeles. If the person reports that they slept within the County of Los Angeles the night pervious to assessment they would be considered a current resident of Los Angeles.</p>
Population Appropriate CES Survey	<ul style="list-style-type: none"> • CES Survey Packet for Adults, OR CES Survey for Youth • Must be completed and entered into HMIS within three (3) business days of program enrollment, if not previously administered.
Length of Stay	<ul style="list-style-type: none"> • Bridge Housing has no time limit. However, progress and engagement towards housing goals must be documented and reviewed every 90 days to remain eligible. • The total length of stay can and should be individually determined, based on the participant’s need. • Contractor must complete the Bridge Housing Extension form located on the LAHSA website. The form must be placed in the participant’s master file.
Program Extensions	<p>Program Extensions are done by the Contractor every ninety (90) days of a participant’s stay.</p> <ul style="list-style-type: none"> • Once a participant has resided in the Bridge Housing program for ninety (90) days, the Contractor can grant an extension for the participant. Each extension approves up to 90 additional days of stay. There is no limit on how many 90-day Extensions a participant can receive. Contractor must complete the LAHSA approved Bridge Housing Extension form with the participant every ninety (90) days if the participant maintains eligibility for extending their stay in the program. Completed forms should be placed in the participant’s master file. • Contractor must document their reason(s) for denying program extensions as case notes in HMIS.
Ongoing Eligibility	<p>Ongoing eligibility shall be extended for the following reasons:</p> <ul style="list-style-type: none"> • Participant has been matched to housing but has not been able to identify a suitable unit or is still going through the application process with a permanent housing provider. • Participant is High Acuity (CES Survey Scores between 8-17) but has not yet been linked to an appropriate housing resource. • Participant is currently working towards one or more goals established in the Housing and Services Plan but not yet connected to a housing resource. Contractors are expected to apply a Low Barrier approach when considering a participant’s progress towards their goal(s).

APPENDIX III. Eligibility Guidance and Verification for Adults and Youth Exiting Institutions: B7

Eligible Institution	Eligible Participant	Acceptable Verification	Exit Length (“look back” period)	Notes
Jail or Prison	Homeless individuals over the age of eighteen (18+) who have been released from jail or prison.	An individual can verify his or her previous status with anyone (1) of the following documents: <ul style="list-style-type: none"> • Letter from Probation officer or Parole • An actual jail document outlining release from incarceration • Minute order from the court • Bail document • Lawyer’s letter verifying jail time • LAHSA Self-Certification Form. 	Sixty (60) days. “Look back” period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.
Foster Care	Homeless individuals over the age of eighteen (18+) who have been released from a group home, foster home, or other foster care placement.	An individual can verify his or her previous status with anyone (1) of the following documents: <ul style="list-style-type: none"> • ILP Eligibility Verification Form • Court documents verifying exit (i.e. Emancipation Minute Order) • A letter from the youth’s social worker verifying exit • LAHSA Self-Certification Form. 	Sixty (60) days “Look back” period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.
Medical Facility	Homeless individuals over the age of eighteen (18+) who have been released from a medical, behavioral health, or substance abuse treatment facility	An individual can verify his or her previous status with anyone (1) of the following documents: <ul style="list-style-type: none"> • Release form from hospital • Other documents that prove the individual was checked out of a medical facility • LAHSA Self-Certification Form. 	Sixty (60) days “Look back” period is locked once a referral is submitted to LAHSA.	Self-certification is acceptable with documented due diligence on behalf of the contractor in confirming eligibility.

Appendix - A Bridge Home

The A Bridge Home (ABH) program aligns with the program requirements of LAHSA's other Bridge Housing programs with differences outlined in this document.

The Bridge Housing Scope of Required Services is in effect unless exceptions are stated in this document. Where there is a conflict, this document shall prevail.

ABH ELIGIBLE PARTICIPANTS

1. All participants must be:
 - 1.1. Age 18 or older
 - 1.2. Homeless under Categories 1 or 4 per HUD's Final Rule on "Defining Homeless" (24.CFR parts 91, 576 and 578)

RAMP UP PHASE (PRIOR TO OPENING AND WITHIN THE FIRST THIRTY (30) DAYS OF THE PROGRAM'S OPENING)

2. Initial program beds must be reserved for unsheltered participants who are:
 - 2.1. Living in places not meant for human habitation (i.e. encampments) within the Council District's identified ABH catchment area.
 - 2.2. Identified via the establishment of a by-name interest list (and a backfill list if needed) that is populated by street-based outreach teams and maintained by the SPA Outreach Coordinator.
 - 2.2.1. LAHSA Homeless Engagement Teams (HET), Multi-Disciplinary teams, DMH teams, etc., will work towards identification of unsheltered individuals within the catchment area to be added to the interest and backfill lists as facilitated by the SPA and LAHSA Outreach Coordinators.
 - 2.2.2. Outreach teams and Outreach Coordination efforts must include coordination and collaboration with other Initial Points of Access (i.e. Access Centers and Access Points) within the catchment area of the program to identify persons for the by-name lists.
 - 2.2.3. Combined, the by-name interest list and the backfill list of prospective program participants is not to exceed 300% of the contracted capacity of the ABH site.
3. Placement of the initial cohort of participants into the program shall be conducted via the by-name interest list. In cases where the interest list is exhausted, the by-name backfill list will be utilized to fill any remaining beds. Any beds made vacant through turnover within the first thirty (30) days of the program's opening will continue to be filled via the by-name backfill list.
4. Additional eligible participants within the catchment area may be added to the backfill list during the first thirty (30) days, given the interest list does not exceed 300% of contracted capacity.

TURNOVER BEDS (THIRTY (30) DAYS AFTER THE PROGRAM'S OPENING AND BEYOND

5. Thirty (30) days following the program's opening, or when the interest list reaches 300% (whichever comes last), the by-name backfill interest list must be turned over by the Outreach Coordinator to LAHSA's Interim Housing Countywide Matcher for assignment of future turnover beds.
6. ABH turnover beds will be filled by LAHSA's Interim Housing Countywide Matcher who will identify eligible participants from the backfill interest list.
 - 6.1. Participants that have been matched through CES to Permanent Housing or Rapid Re-housing.
 - 6.2. High-acuity participants (CES Survey Scores between 8-17) that have not yet been matched to permanent housing, who are enrolled in a Housing Navigation/Housing Search and Placement program.
 - 6.3. High-acuity participants (CES Survey Scores between 8-17) that have not yet been matched to a permanent housing resource, and/or have not been enrolled in a Housing Navigation/Housing Search and Placement Program.
7. Once the by-name backfill list has been exhausted, turnover beds will continue to be filled by LAHSA's Interim Housing Countywide Matcher via the HMIS Referral System. Eligible participants will be identified for ABH turnover beds in order as follows:
 - 7.1. Participants within the Outreach catchment area that have been matched through CES to Permanent Housing or Rapid Re-housing.
 - 7.2. High-acuity participants (CES Survey Scores between 8-17) within the Outreach catchment area, that have not yet been matched to permanent housing.
 - 7.3. Participants within the Council District, that have been matched through CES to Permanent Housing or Rapid Re-housing.
 - 7.4. High-acuity participants (CES Survey Scores between 8-17) within the Council District that have not yet been matched to permanent housing, who are enrolled in a Housing Navigation/Housing Search and Placement program.
8. If there are no persons that can be identified and meet the above criteria, eligible participants will be identified for ABH turnover beds in order as follows:
 - 8.1. Participants within the SPA, that have been matched through CES to Permanent Housing or Rapid Re-housing.
 - 8.2. High-acuity participants (CES Survey Scores between 8-17) within the SPA, that have not yet been matched to permanent housing, who are enrolled in a Housing Navigation/Housing Search and Placement program.
 - 8.3. Participants within the City of Los Angeles, that have been matched through CES to Permanent Housing or Rapid Re-housing.
 - 8.4. High-acuity participants (CES Survey Scores between 8-17) within the City of Los Angeles that have not yet been matched to permanent housing, who are enrolled in a Housing Navigation/Housing Search and Placement program.

- 8.5. Participants within the County of Los Angeles, that have been matched through CES to Permanent Housing or Rapid Re-housing.
- 8.6. High-acuity participants (CES Survey Scores between 8-17) within the County of Los Angeles, that have not yet been matched to permanent housing, who are enrolled in a Housing Navigation/Housing Search and Placement program.
- 9. Where possible, Contractor must proactively communicate any anticipated vacancy of the ABH program bed to LAHSA Interim Housing Countywide Matcher to solicit referral of participants.
- 10. Please refer to supplemental guidance regarding procedures and best practices related to maintenance of by-name list, timeliness of referrals and placements, transition of the by-name list to LAHSA, etc.

TRAUMA INFORMED AND HARM REDUCTION PROGRAM DESIGN

- 11. Harm Reduction and Trauma Informed program design shall be incorporated into all aspects of the program's facility. Core design components are listed below.
 - 11.1. Creating trauma-informed programs requires continual review of policies to see what works and what may be re-traumatizing to trauma survivors. Contractor must have regular review of policies to update practices and guidelines to make them as relevant as possible to the participants being served.
 - 11.2. Contractor must utilize the Trauma-Informed Organizational Toolkit to self-assess its program and facility for fidelity to the Trauma-Informed model.
 - 11.3. Contractor must utilize the Trauma-Informed Organizational Toolkit to develop policies and procedures to be aligned with the Trauma-Informed model.
 - 14.9.1. Trauma-Informed Organizational Toolkit - <https://www.lahsa.org/documents?id=1691-trauma-informed-organizational-toolkit.pdf>
 - 11.4. Harm Reduction - Contractors shall provide amnesty lockers for participants to discreetly lock and store personal property before entering the shelter.
 - 11.5. Items stored in amnesty lockers may not be accessible to program participants while within the grounds of the Interim Housing program.
 - 11.6. Contractors must return participant's items upon participant request, and upon exiting the grounds of the ABH Interim Housing program.
 - 11.7. Contractor must ensure that a sharps container is available on-site and is accessible to participants. Sharps must be disposed in an appropriate manner.
 - 11.8. Opportunities for participants to regain control - Contractors should emphasize the importance of choice for participants. As much as possible, contractors should involve participants in the design or evaluation of services and housing plans.
 - 11.9. Strengths-based approach – Contractors should assist participants to: identify their own strengths; develop coping skills; and build resiliency.
 - 11.10. Contractor must ensure privacy, confidentiality, and mutual respect among participants and staff to avoid re-traumatization.

PERSONNEL

12. Contractor must have at least one master's level (MSW/MFT or similar) staff member to: assist with crisis intervention; oversee case coordination; provide regular supervision to all case management staff; and regular training with other operations staff, i.e. security guards. This staff member must be available on-site at a minimum of 1 day per week and on-call as needed. A licensed clinical staff member (LCSW/LMFT) or interning clinical staff member (ASW/LMFTI) is preferred but **NOT** required.

STAFF TRAININGS

13. Contractor must provide LAHSA a proposed training schedule with a list of covered topics within 10 business days of contract execution.
14. Trauma Informed Care Training: Staff members are required to complete trainings on Trauma Informed Care. Staff should receive annual trainings to refresh knowledge and identify new practices.
15. Cultural Competency Training: Staff must be trained on how one's cultures impacts the way they cope with, and react to, trauma. This training should also help staff learn how their own attitudes and cultural beliefs may impact their relationships with the participants.
16. Domestic Violence Training: Staff must be trained on the dynamics of domestic violence, including the cycle of violence, coercive control, how domestic violence impacts marginalized communities, legal protections, and the psychological effect on survivors.
17. Motivational Interviewing Training: Staff must be trained on strategies to improve staff communication; active listening skills when interacting with participants; techniques to be empathetic to participant needs; and to approach participants with dignity and respect.
18. Elder Abuse Training: Staff must receive training on how to identify elder abuse and neglect and how to respond when identified. The training should include reporting processes and support resources.
19. Basic Business Etiquette Training: Staff must be trained on maintaining a consistent and predictable environment. This includes teaching staff how to: host regular meetings, be on time for appointments with participants; regular follow-ups with participants; clearly define roles and boundaries between staff and participant; and coaching staff to maintain empathetic responses when communicating with participants.

SAFE AND WELCOMING ENVIRONMENT

20. Creating a safe, supportive, welcoming, and respectful environment is essential in the ABH service setting. Establishing a sense of physical and emotional safety is essential to relationship-building and recovery.
21. During intake, Contractor must offer private space(s), offering participants options about: where to sit; who is in the room with them; what to expect; asking participants how they are doing

throughout the assessment; offering water and breaks; and being aware of body language that may indicate that a participant is feeling overwhelmed.

22. Precautions must be taken to ensure the physical safety of all residents and staff.
23. Contractor must be aware of potential triggers for participants and make all attempts to avoid re-traumatization of participants.
24. Contractor must establish clear roles and boundaries that are an outgrowth of collaborative decision-making between participant and program.
25. Cultural differences and diversity (e.g. gender identify, ethnicity, sexual orientation) must be addressed and respected within trauma-informed settings.

ESTABLISHING A SAFE PHYSICAL ENVIRONMENT

26. Creating a safe physical environment is one of the primary components of a trauma-informed program.
27. Key features include:
 - 27.1. Site is well-maintained and clean at all times.
 - 27.2. Adequate lighting inside and outside of the program (parking lots, entrances and exits, common areas, bathrooms, exterior of the facility, etc.) is provided.
 - 27.3. Participants can lock bathroom doors (bathrooms with locks from the inside)
 - 27.4. Private, locked spaces are provided for participant belongings
 - 27.5. Working security system is in place on site
 - 27.6. Staff/security monitors who enters and exits the building
 - 27.7. Security personnel are visible inside and outside the building
 - 27.8. Noise levels are kept low (use sound reducing materials, i.e. carpeting and/or ceiling tiles)
28. The following are examples of Trauma-Informed facility design elements. Contractor provision of these additional elements (and/or like-elements) is strongly suggested (not required) to aid in the development of safe and supportive ABH physical environments:
 - 28.1. Colorful, culturally diverse artwork
 - 28.2. Incorporating living items into the decorating, such as plants and fish tanks
 - 28.3. Provide calming music
 - 28.4. Comfortable, soft seating (including rocking chairs/gliders)
 - 28.5. Quiet rooms/spaces
 - 28.6. Places to exercise
 - 28.7. Provide new, clean bedding, linens, curtains
 - 28.8. Involve participants in designing and decorating the space
 - 28.9. Recurring enrichment activities, workshops, or classes for participants
 - 28.10. Set up an “environment” committee where participants can determine ways in which they would like to improve/change the physical space.

INFORMATION SHARING

29. Contractor must share detailed information about program guidelines, expectations, schedules, etc., to minimize participant experience of trauma.
30. Providing participants with information enhances their sense of safety and control.
31. Contractor must inform participants about who will be checking on them, when room or bed checks will happen, and why.
32. Participants must be informed about how the program responds to personal crises such as suicidal statements or violent behavior.
33. Information about rules must be given to participants verbally and in written form.
34. Participants receive a copy of the program guidelines in their primary or preferred language upon arrival.
35. Participants must be made aware of the grievance process and how to engage in the process when they have a complaint.
36. Contractor must also post information about trauma, how it impacts people, and available trauma-specific resources.
37. Informed consent is obtained from participants for all services.

Exhibit A (continued)
Statement of Work
Part 2: Performance Targets

Agreement Number: 2021ABA13
Contract Name: The People Concern

LAHSA Performance Targets

Note: the following Performance Targets – alternatively referred to as “Key Performance Indicators” (“KPI”) - are applicable only to those program types that are funded under this contract. Consult the Summary Budget and/or Program Profile in this contract to identify applicable program type(s).

1. A Bridge Home Bridge Housing

1.1. A Bridge Home for Single Adults

A Bridge Home for Single Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

1.2. A Bridge Home for Families

A Bridge Home for Families		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Occupancy Rate	95%

1.3. A Bridge Home for Youth

A Bridge Home for Youth		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

2. Enhanced Bridge Housing for Older Adults

Enhanced Bridge Housing for Older Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

3. Enhanced Bridge Housing for Women

Enhanced Bridge Housing for Women		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

4. (Traditional) Bridge Housing

4.1. (Traditional) Bridge Housing for Single Adults

(Traditional) Bridge Housing for Single Adults		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

4.2. (Traditional) Bridge Housing for Families

(Traditional) Bridge Housing for Families		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	55%
2.	Average Nightly Occupancy Rate	95%

4.3. (Traditional) Bridge Housing for Youth

(Traditional) Bridge Housing for Youth		
No.	Metric	Target Goal
1.	Exits to Permanent Housing Destination	40%
2.	Average Nightly Bed Utilization Rate	95%

Exhibit B
Conditions Precedent
(on next page)

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit B
Conditions Precedent
As Applicable Based on Funding Agreement

Prior to the execution of this Agreement, Contractor shall provide LAHSA with copies of the following documents. Forms for Attachments marked with * are available at <https://www.lahsa.org/contracts>. Completed Attachment documents should be submitted to LAHSA, are identified by number, and shall be attached hereto (unless otherwise specified), and are incorporated herein by reference.

“EGMS” refers to LAHSA’s Enterprise Grants Management System.

General Conditions Precedent apply to all Agreements with LAHSA. Additional conditions precedent for Funders apply as identified below.

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- Attachment 1 - Certification of No Conflict of Interest*
- Attachment 2 - Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*
- Attachment 3 - Certification of Compliance with Equal Benefits Ordinance*
- Attachment 4 - LAHSA’s Authorization to Execute Agreements*
- Attachment 5 - LAHSA’s Authorization to Sign Invoices*
- Attachment 6 - Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance*
- Attachment 7 - Contractor’s Articles of Incorporation
- Attachment 8 - Grounds for Rejection*
- Attachment 9 - Contractor Acknowledgement and Confidentiality Agreement*
- Attachment 10 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*
- Attachment 11 - Employee Jury Service Program and Certification*
- Attachment 12 - Charitable Contributions Certification*
- Attachment 13 - Standardized Tuberculosis (“TB”) Guidelines*
- Attachment 14 - Contractor’s Termination Policies and Procedures
- Attachment 15 - Contractor’s Grievance Policies and Procedures
- Attachment 16 - Federal Certification and Disclosure Regarding Lobbying*
- Attachment 17 - Certification Regarding Compliance with the Americans with Disabilities Act*
- Attachment 18 - Contractor’s Match Documentation
- Attachment 19 - Contractor’s Affirmative Action Plan
- Attachment 20 - Contractor’s Bylaws
- Attachment 21 - Contractor Responsibility Ordinance
- Attachment 22 - Certification Regarding Notice of Prohibition Against Retaliation*

Attachment 23 - Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures
Application for First Source Hiring Ordinance*

Attachment 24 - Certification of Compliance with the Slavery Disclosure Ordinance*

***These Attachment forms are located at the following Internet hyperlink:**
<https://www.lahsa.org/contracts> for Contractor's completion and submission to LAHSA..

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A. General Conditions Precedent

1. Authorization for Direct Deposits – Automated Clearing House Credits. Contractor will upload its Authorization for Direct Deposits - Automated Clearing House Credits in EGMS prior to execution of the Agreement.
2. Certification of No Conflict of Interest, Attachment 1.
3. Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Order 12549, Attachment 2.
4. Certificate of Insurance containing coverage as specified in Section 47 of the Agreement, Insurance, unless otherwise required by Funder Terms & Conditions, Exhibit F. Contractor will upload proof of insurance via a certificate of insurance and endorsement in EGMS prior to execution of the Agreement.
5. Certification of Compliance with Equal Benefits Ordinance, Attachment.3
6. LAHSA's Authorization to Execute Agreements form, along with evidence of a corporate action ratifying such authority, Attachment 4.
7. LAHSA's Authorization to Sign Invoices form, Attachment 5. If there is a change in the names or titles of any authorized signatory listed in Attachment 5, Contractor will give written notice to LAHSA within five (5) business working days of said change, along with evidence of a corporate action ratifying said change.
8. Current list of Board of Directors, providing each member's name, position on the Board and contact information (including business address, telephone number(s), and email addresses. Contractor will upload Board of Directors information described in this section in EGMS prior to execution of the Agreement.
9. A Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the Los Angeles Homeless Services Authority, Attachment 6.

10. Copy of Adopted Code of Conduct. Contractor will upload its Code of Conduct in EGMS prior to execution of the Agreement.
11. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, Attachment 7.
12. Grounds for Rejection, Attachment 8.
13. Contractor Acknowledgement and Confidentiality Agreement, Attachment 9. Contractor shall save Attachment 9 in its files, as indicated in the Contractor Acknowledgement and Confidentiality Agreement.
14. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, Attachment 10. Contractor shall return the Contractor Non-Employee Acknowledgement and Confidentiality Agreement form if applicable.
15. Employee Jury Service Program and Certification, Attachment 11.
16. Charitable Contributions Certification, Attachment 12.
17. Standardized Tuberculosis ("TB") Guidelines, indicating Contractor's TB Liaison's contact information, Attachment 13.
18. Contractor's Termination Policies and Procedures, Attachment 14.
19. Contractor's Grievance Policies and Procedures, Attachment 15.
20. The Federal Certification and Disclosure Regarding Lobbying; Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93, Attachment 16.

B. Federal Conditions Precedent

If this Agreement is funded either in whole, or in part, by Federal Funds, the following Condition Precedent applies:

1. Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*, and its implementing regulations), as evidenced by the execution of a certification to this Agreement, Attachment 17.
2. Contractor's Match Documentation as required in Section 15 of the Agreement, Match Requirements of this Agreement, Attachment 18.

C. City Conditions Precedent

If this Agreement is funded either in whole, or in part, by funds from the City of Los Angeles (City Funds), the following Conditions Precedent also apply. Prior to the execution of this Agreement, Contractor shall submit to the LAHSA for approval in writing the documents listed below. During the Term of this Agreement, Contractor shall provide immediate updates to these documents to the LAHSA in the event that the information changes.

1. An Affirmative Action Plan, Attachment 19, in accordance with PSC-26, Exhibit F, City of Los Angeles Terms and Conditions.
2. Contractor's Bylaws (if any), and all amendments to those Bylaws, as adopted by Contractor's Board of Directors and properly attested, Attachment 20.

3. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended. If applicable, an exemption may be filed. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.
4. An Internal Revenue Service taxpayer identification number, as disclosed in EGMS prior to execution of the Agreement.
5. The Contractor Responsibility Ordinance, if applicable, including the pledge and questionnaire in accordance with PSC – 31 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.40 *et seq.*, Attachment 21. The pledge and questionnaires can be found at the following links:
 Pledge: https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF
 Questionnaire for service
<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>
 Questionnaire for construction
<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>
6. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit F and in accordance with PSC – 28 on Exhibit F, City of Los Angeles Terms and Conditions, Attachment 22.
7. A Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures Application for First Source Hiring Ordinance in accordance with PSC – 34 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.8.3, Attachment 23.
8. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with PSC – 33 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.41, Attachment 24.
9. A Management Representation Statement fully executed in accordance with City's fiscal policies. Contractor will upload its Management Representation Statement in EGMS prior to execution of the Agreement.
10. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 on Exhibit F, City of Los Angeles Terms and Conditions. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

**Exhibit B, Attachment 1
Certification of No Conflict of Interest
(Contractor, please provide)**

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

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.

John Maceri, Executive Director

Authorized Official's Printed Name and Title

Authorized Official's Signature

Exhibit B, Attachment 2
Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions
(Contractor, please provide)

Form is located at the following internet hyperlink:

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

**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: The People Concern

Name and Title of Authorized Representative:



SIGNATURE
John Maceri, Chief Executive Officer

NAME & TITLE

10/08/2020
DATE

Exhibit B, Attachment 3
Certification of Compliance with Equal Benefits Ordinance
(Contractor, please provide)

Form is located at the following internet hyperlink:

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

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, 3rd 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: The People Concern

Company Address: 2116 Arlington Avenue, Suite 100

City: Los Angeles State: CA Zip: 90018

Contact Person: John Maceri Phone: 323-334-9000 Fax: 323-34-4437

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: 648

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.

Table with 6 columns: 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. Rows include Health Insurance, Dental Insurance, Vision Plan, Pension/401(k) Plans, Bereavement Leave, Family Leave, Parental Leave, Employee Assistance Program, Relocation & Travel, Company Discount, Facilities & Events, Credit Union, Child Care, and Other: Flexible Spending Account and Life and AD&D Insurance.

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 2nd day of December, in the year 2020, at Los Angeles, CA
(City) (State)

Signature

John Maceri

Name of Signatory (please print)

Chief Executive Officer

Title

2116 Arlington Avenue, Suite 100

Mailing Address

Los Angeles, CA 90018

City, State, Zip Code

95-6143865

Federal ID Number

Exhibit B, Attachment 4
LAHSA's Authorization to Execute Agreements
(Contractor, please provide)

Form is located at the following internet hyperlink:

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



Los Angeles Homeless Services Authority

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


Authorization to Execute Agreements

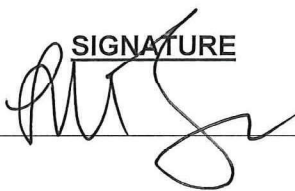
Name and Address of Contractor

The People Concern
 2116 Arlington Avenue Suite 100
 Los Angeles, CA 90018

At a Board Meeting held on May 16, 2019, the Board of The People Concern duly adopted a resolution authorizing the following persons to execute contracts, amendments, addendums, and change notices* on behalf of Contractor.

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. John Maceri	Chief Executive Officer	
2.		
3.		
4.		
5.		
6.		

<u>CHAIRPERSON</u>	<u>SIGNATURE</u>	<u>DATE</u>
Sarah Jessup		05/16/2019

* If neither is applicable, strike out

Exhibit B, Attachment 5
LAHSA's Authorization to Sign Invoices
(Contractor, please provide)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>



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

Ocean Park Community Center
 1453 16th Street
 Santa Monica, CA 90404

Contractor authorizes the following persons to sign invoices for advances and / or reimbursements on behalf of Ocean Park Community Center

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. John Maceri	Executive Director	
2. Jeffrey Rennell	Finance Director	
3. Christina Miller	Associate Director	
4.		
5.		
6.		

<u>CHAIRPERSON</u>	<u>SIGNATURE</u>	<u>DATE</u>
Julle Guest		6/16/2016

* If neither is applicable, strike out

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

Exhibit B, Attachment 6
Certification Regarding Compliance with the Service Contract Worker Retention
Ordinance and the Living Wage Ordinance
(Contractor, please provide)

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

LWO – 501(C)(3) NON-PROFIT EXEMPTION APPLICATION

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

TO BE FILLED OUT BY THE CONTRACTOR:

- 1. Company Name: The People Concern Phone #: 323-334-9000
- 2. Company Address: 2116 Arlington Avenue, Suite 100, Los Angeles, CA 90018
- 3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
- 4. Type of Service Provided: City Project Homekey Best Inn

EXEMPTION INFORMATION:

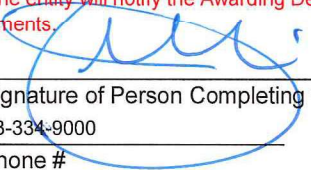
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p>501(c)(3) Non-Profit Organizations:</p> <ul style="list-style-type: none"> ■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ■ The exemption is valid for all employees except Child Care Workers. ■ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ■ Under the LWO’s Rules and Regulations, a Child Care Worker is an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.” ■ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ul style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ <u>177.50</u> B. STATE the hourly wage of LOWEST paid employee in the organization: \$ <u>15.00</u> C. MULTIPLY B by 8: \$ <u>120</u> 3. Based on Question 2 above, is A less than C? <ul style="list-style-type: none"> <input type="checkbox"/> YES If YES, sign and submit this application for final approval. <input checked="" type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <ul style="list-style-type: none"> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that **should the entity listed above cease to qualify** for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, **the entity will notify the Awarding Department and the Office of Contract Compliance of such change and comply with the LWO’s wage and time off requirements.**

John Maceri

 Print Name of Person Completing this Form
 Chief Executive Officer

 Title



 Signature of Person Completing this Form
323-334-9000 11/30/2020
 Phone # Date

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

OGDEN UT 84201-0046

In reply refer to: 0423258262
Aug. 07, 2019 LTR 252C 0
95-6143865 000000 00
Input Op: 0423258262 00003981
BODC: TE

THE PEOPLE CONCERN
2116 ARLINGTON AVE STE 100
LOS ANGELES CA 90018

025119

Taxpayer Identification Number: 95-6143865

Dear Taxpayer:

Thank you for the inquiry dated May 03, 2019.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Sincerely yours,



Joe I. Jacquez
Entity Department Manager

Enclosure(s):
Copy of this letter

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:

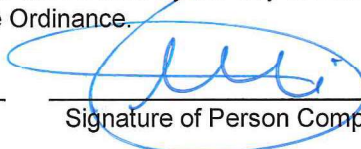
1. Company Name: The People Concern Email Address: jmaceri@thepeopleconcern.org
2. STATE the number of employees working ON THIS CITY CONTRACT: TBD
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT. N/A - contract has not started
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
- If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT. N/A - contract has not started

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

John Maceri

Print Name of Person Completing this Form


Signature of Person Completing this Form

Chief Executive Officer

Title

323-334-9000

Phone #

11/30/2020

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION
1) Company Name: <u>The People Concern</u> Contact Person: <u>Robyn Kupferman</u> Phone Number: <u>323-334-9000</u>
2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT. If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____ b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION
1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the reason below. And see Section III for documents required. _____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the reason below. And see Section III for documents required. _____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the reason below. And see Section III for documents required. _____

SECTION II: SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____

6. Is this subcontract exempted from or not subject to the LWO? Yes No
 If Yes, state the reason below. And see Section III for documents required.

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____

6. Is this subcontract exempted from or not subject to the LWO? Yes No
 If Yes, state the reason below. And see Section III for documents required.

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization ¹	LW 28 – 501(c)(3) Non-Profit Exemption Application https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf
Collective bargaining agreement w/supersession language ²	LW 10 – OCC Exemption Application https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf
Small Business ³	LW 26 – Small Business Exemption Application (English & Spanish) https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf (English) https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf (Spanish)
Governmental Entity ⁴ or Utilities Companies ⁵	NONE REQUIRED.
Construction contract ⁶	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

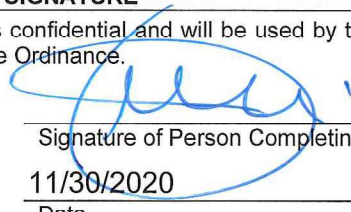
- | | |
|--|--|
| 1) Employee Information Form | LW-6 - https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%20as%20of%209-26-18.pdf |
| 2) Subcontractor Information Form | LW-18 - https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW-5 - https://bca.lacity.org/Uploads/lwo/Template_LW%205%20OCC%20rev%209-18-2018.pdf |

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

John Maceri

Print Name of Person Completing This Form
 Chief Executive Officer 323-334-9000
 Title Phone #



Signature of Person Completing This Form
 11/30/2020
 Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.

(2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.

³ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

(b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

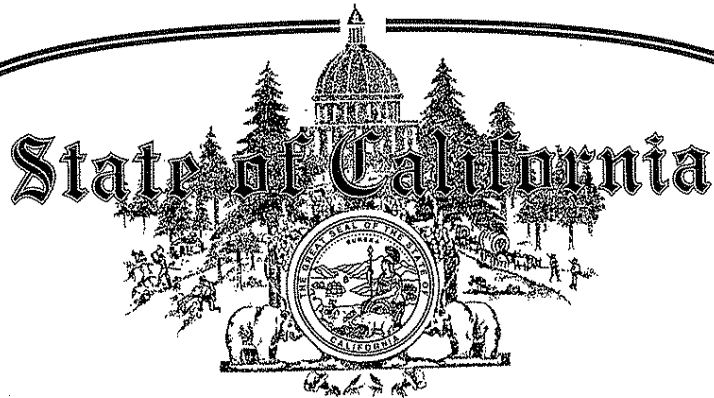
(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.

⁴ **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

⁵ **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

⁶ **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

**Exhibit B, Attachment 7
Contractor's Articles of Incorporation
(Contractor, please provide)**



SECRETARY OF STATE

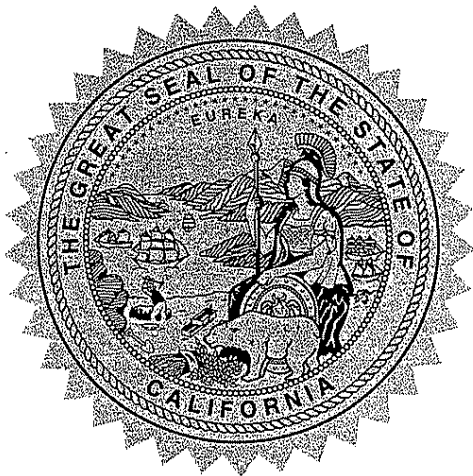
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 18 2001

Secretary of State



A0571699

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF OCEAN PARK COMMUNITY CENTER
AND OFFICERS' CERTIFICATION

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

SEP 25 2001

BILL JONES, Secretary of State

DARLENE LASHER and DIANA ATTIAS certify that:

1. They are the duly elected Chair and Secretary, respectively, of the Board of Directors of OCEAN PARK COMMUNITY CENTER (the "Corporation").

2. The Corporation was originally formed as a nonprofit corporation pursuant to Articles of Incorporation filed with the Office of the Secretary of State of the State of California on August 27, 1963 as Corporation No. 456670, which Articles of Incorporation were amended and filed with the Secretary of State on November 1, 1967.

3. By an affirmative vote of two-thirds or more of the membership of the Board of Directors of the Corporation, conducted on June 21, 2001 in accordance with Article VI of the Articles of Incorporation, Articles II and VIII of the Bylaws of the Corporation, and §§ 5034, 5810 and 5813 of the California Corporations Code, Nonprofit Public Benefit Corporation Law, the resolution set forth below was adopted.

4. The Corporation has never had any members.

RESOLVED: That the Articles of Incorporation of the Corporation are to be restated in their entirety in accordance with §§ 5816 and 5819 of the California Corporations Code, as follows:

ARTICLE I

NAME: The name of this Corporation is:

OCEAN PARK COMMUNITY CENTER

ARTICLE II

A. REQUIRED PROVISION. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. This Corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5 thereof.

B. MISSION. The mission of the Corporation is to address the effects of poverty, abuse, neglect and discrimination and to provide assistance to members of the community and enable them to gain access to practical resources needed to ensure survival, end victimization, and improve their quality of life. The Corporation is organized for charitable and educational purposes and provides its services without regard to race, color, national origin, immigration status, gender, sexual orientation, age, physical or mental disabilities or economic circumstances.

ARTICLE III

A. CHARITABLE PURPOSE. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. NO POLITICAL PURPOSE. No substantial part of the activities of this Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and this Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE IV

A. NO MEMBERS. This Corporation has never had any members, but has never formally stated so in writing. Upon the filing of these Restated Articles of Incorporation with the California Secretary of State, this Corporation shall have no members.

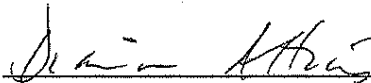
ARTICLE V

DISSOLUTION. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to such other nonprofit fund, foundation or corporation as the Board of Directors may designate and which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at Santa Monica, California this 30th day of August, 2001.



Darlene Lasher,
Chair, Board of Directors



Diana Attias,
Secretary



**Exhibit B, Attachment 8
Grounds for Rejection
(Contractor, please provide)**

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Grounds For Rejection

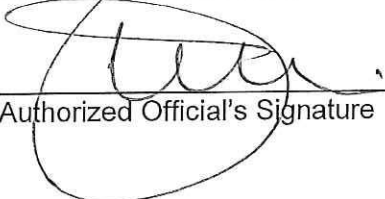
Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

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.

John Maceri, Executive Director
Authorized Official's Name and Title


Authorized Official's Signature

5/16/2018
Date

Exhibit B, Attachment 9
Contractor Acknowledgement and Confidentiality Agreement
(For Contractor's files)

Form is located at the following internet hyperlink:

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor is to retain in Employee Personnel records)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with LAHSA to provide certain services. LAHSA requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer 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 contract.

I understand and agree that I am not an employee of LAHSA, the County of Los Angeles, the City of Los Angeles, or any of LAHSA's Funders (as defined in the Agreement) for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA or its Funders by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from LAHSA or its Funders pursuant to any agreement between any person or entity and LAHSA or its Funders.

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 above-referenced contract is contingent upon my passing, to the satisfaction of LAHSA and its Funders, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of LAHSA and its Funders, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by LAHSA and its Funders and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from those sources. In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA and/or its Funders. LAHSA and its Funders 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. I understand that if I am involved in work related to LAHSA and/or its Funders, LAHSA and/or its Funders must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for LAHSA and its Funders. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and LAHSA and its Funders. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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 LAHSA and its Funders, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or LAHSA and its Funders employees who have a need to know the information. I agree that if proprietary information supplied by other vendors of LAHSA and its Funders is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor 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 to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit B, Attachment 10
Contractor Non-Employee Acknowledgement and Confidentiality Agreement*
(Contractor, please provide if applicable)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Contractor's Non-Employee Acknowledgement and Confidentiality

Agreement Number: _____

Contractor: The People Concern

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: 4/29/21

Contractor's Non-Employee Name: John Maceri

(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.)

Exhibit B, Attachment 11
Employee Jury Service Program and Certification
(Contractor, please provide)

Form is located at the following internet hyperlink:

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

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

Los Angeles County Code, Title 2 ADMINISTRATION

2.203.010 Findings.

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

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

2.203.090. Severability.

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

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

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

Company Name:	The People Concern
Company Address:	2116 Arlington Avenue, Suite 100, Los Angeles, CA 90018
Telephone Number:	(323) 334-9000
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: John Maceri


Signature:

1/24/2020
Date:

Exhibit B, Attachment 12
Charitable Contributions Certification
(Contractor, please provide)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Charitable Contributions Certification

The People Concern

Company Name: _____

2116 Arlington Avenue, Suite 100, Los Angeles, CA 90018

Address: _____

Internal Revenue Service Employer Identification Number: 95-6143865

California Registry of Charitable Trusts "CT" number (if applicable): 008689

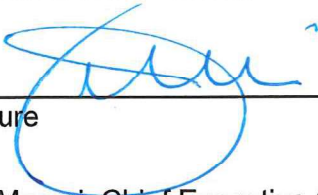
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

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

1/24/2020

Date

John Maceri, Chief Executive Officer

Name and Title of Signer

Exhibit B, Attachment 13
Standardized Tuberculosis (“TB”) Guidelines
(Contractor, please provide)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

STANDARDIZED TUBERCULOSIS (“TB”) GUIDELINES

Contractor acknowledges and certifies that it will implement the following procedures as recommended by the County of Los Angeles Department of Public Health Tuberculosis Control Program:

1. Screen all employees and all volunteers in direct contact with Clients
2. Appoint a shelter TB Liaison
3. Screen Clients for Infectious TB symptoms at Intake
4. In addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter
5. Establish a Cough Alert Protocol (“CAP”)
6. Refer any employee, volunteer or Clients with Infectious TB symptoms for immediate medical evaluation.

Contractor additionally acknowledges and certifies that, pursuant to this Agreement’s HMIS Compliance Certification, it will report each and any event as defined in that Certification.

1. Screen All Employees and Volunteers In Direct Contact with Clients

Contractor shall ensure that within 7 days after staff/ volunteer start date:

- A. All staff can be referred to their private healthcare provider or a community-based clinic in order to get tested for latent TB infection. A community based clinic may be found at <http://publichealth.lacounty.gov/tb/index.htm>
- B. New employees who report a prior test showing latent TB infection (baseline) must have a chest x-ray or provide written documentation that a chest x-ray was performed within the previous six months. Such individuals must also receive a medical evaluation by a healthcare provider to determine the need for further evaluation or treatment.
- C. All employees and volunteers should receive annual TB clearance

2. Appoint A Shelter TB Liaison*

Contractor shall appoint a TB Liaison whose primary responsibilities shall be:

- A. Ensure that TB symptoms review is performed and documented for all new Clients following SAMPLE FORM C, as well as annually for all Clients. Individuals with symptoms of active TB disease should be referred to a medical provider using a **Referral for Tuberculosis Evaluation** form. A sample of a form is attached hereto as **SAMPLE FORM A**; and

- B. Ensure that all new Clients without symptoms of active TB disease receive TB clearance within 7 days of intake using a **Referral for Tuberculosis Screening Form** (attached as **SAMPLE FORM D**)
- C. Maintain a **Cough Alert Log** on a daily basis for the purpose of keeping count of coughing reflexes as perceived by other shelter staff using the Cough Alert Log form as indicated in Section 4 below. A draft sample of a form is attached hereto as **SAMPLE FORM B**; and
- D. Coordinate Client referrals to healthcare providers for TB evaluation if symptomatic; and
- E. Fax or hand deliver a Referral for Tuberculosis Evaluation to the referring healthcare provider on the same day a Cough Alert Log is created. A sample form is attached herein as **SAMPLE FORM A**; and
- F. Maintain a filing system for these forms (and a computer database, if possible)
- G. Coordinate Client transportation to a nearby healthcare provider for TB evaluation
- H. Attend TB prevention training and other health protection workshops
- I. Develop a reminder system for Client follow up

* **The TB Liaison does not need to be a health care provider if your shelter does not have onsite medical staff.**

Contractor must assign a TB Liaison who shall serve as the Contractor’s main point of contact for any related issues in connection with these TB Prevention Guidelines and also agrees to notify LAHSA in writing within five (5) days in the event that the TB Liaison changes for any reason.

Marrisa Axelrod, Director of Community Nursing

TB Liaison:

Printed Name

maxelrod@thepeopleconcern.org

310-699-0323

Telephone Number

E-mail Address

3. Screen Program Clients for Infectious TB symptoms at Intake

- A. Contractor shall ensure that all Clients (overnight, or drop-in care) be evaluated for the presence of TB symptoms upon Intake. Initial screening during intake will involve asking the Client the following question: “Have you had a cough that has lasted more than three weeks?” If the Client responds “yes” to this initial question, then this question should be followed by an Early Detection of TB Questionnaire on a form similar to SAMPLE FORM C. This questionnaire will help the TB Liaison identify Clients who may have infectious TB so that appropriate precautions can be taken. In addition, the TB Liaison and shelter staff in direct contact with Clients must be alert for Clients who exhibit symptoms consistent with infectious TB.

Note: The TB Liaison or shelter staff are not being asked to judge whether or not a Client has TB, but rather, asks to be alert to potential symptoms of TB present in the Clients before, during, and after Intake and to assist symptomatic Clients to obtain appropriate healthcare.

B. Contractor shall ensure that if a Client is cleared for TB at intake, this clearance should expire one year from the date of the healthcare provider evaluation on the **Referral for Tuberculosis Screening**. **Even before the date of expiration, if the Client has symptoms suggestive of active TB disease (as outlined below) they should be referred to a medical provider for further evaluation.**

Note: When assessing the likelihood a Client with TB-related symptoms or risk factors might have TB, specific questions to ask the Client privately include:

- Do you have a cough that has lasted longer than 3 weeks?
- Have you recently lost weight without explanation during the past month?
- Have you had frequent night sweats during the past month, soaking your sheets or clothing?
- Have you coughed up blood in the past month?
- Have you been feeling much more tired than usual over the past month?
- Have you had fevers almost daily for more than one week?

C. Contractor shall ensure that a Client who has prolonged cough (> 3 weeks) plus any other TB symptoms shall be promptly referred to an appropriate health care provider for evaluation.

4. Screen Clients For Latent TB Infection at Intake

A. Contractor shall ensure that in addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter. A comprehensive TB evaluation by a licensed healthcare provider should include:

- i. A review of symptoms
- ii. Test for latent TB infection: tuberculin skin test (“TST”) or I blood test
- iii. Chest radiograph or additional tests as necessary

B. Contractor shall use a form similar to **SAMPLE FORM D** for this purpose. If onsite healthcare services are available, this evaluation can occur at the shelter, otherwise, the Client must be referred to a healthcare provider.

5. Establish a Cough Alert Protocol (CAP)

Contractor shall ensure that after Intake, shelter staff working closely with Clients during the day or monitoring the sleeping rooms at night should be continually alert for any Clients persistently coughing. When a coughing Client is identified, shelter staff must:

- A. Complete a *CAP* and provide it to the TB Liaison immediately after the Client has been identified.
- B. Upon receiving the CAP, the TB Liaison will fax the **Referral for Tuberculosis Evaluation** form to the healthcare provided to which the Client is referred to.

Clients with active TB disease can return to the shelter only upon providing written documentation by a licensed healthcare provider that they are no longer contagious.

ANNUAL SCREENING FOR EMPLOYEES AND VOLUNTEERS

California law requires annual screening for employees and volunteers who have direct Client exposure. Below is a summary of recommendations from the Los Angeles County Department of Public Health for shelters:

- A. All persons (employees or volunteers) with a new positive skin or blood test must also have a chest x-ray.
- B. Staff who have a documented previous positive skin or blood test and are coughing (possible active TB disease) must be excluded from work until medically evaluated.
- C. The medical evaluation will include an examination by a healthcare provider, a test for latent TB, a chest x-ray and possibly other diagnostic tests.
- D. Clearance to return to work must be obtained from an appropriately licensed healthcare provider.
- E. Results of TB screening for employees and volunteers are considered protected health information and must be kept confidential.
- F. Homeless shelters must maintain employee TB screening documentation in the employee's medical file. Documentation regarding compliance with required medical screening may be kept in the employees personnel file, however screening results may never be kept in the employee personnel file.
- G. Shelter employees and volunteers should receive TB prevention training annually, with a curriculum that has been developed by the Los Angeles County, Department of Public Health – Tuberculosis Control Program, and documentation of this training should be placed in the employee's personnel file.

Contractor agrees that LAHSA may update this Exhibit from time to time as necessary to reflect any updates or changes to this TB Guidelines, Contractor shall accept renewals of this Exhibit through written confirmation without requiring a formal Amendment to this Agreement.

SAMPLE FORM A
Referral for Tuberculosis Evaluation
(for symptomatic Clients)

Name of referring shelter: _____

Name of contact person at shelter: _____ Telephone #: _____

Name of Client: _____ Date of birth: _____

Bed location: _____

Date of arrival at shelter: _____ Referral date: _____

Name of clinic/hospital to which Client was referred:

Comments/List reported or observed symptoms from **Early Detection of Tuberculosis Questionnaire**:

**Shelter staff: Hand this form to the Client to bring with them to the health care provider.
Attach a copy of the "Early Detection of Tuberculosis Questionnaire."**

To be completed by clinic physician or nurse (give a copy to Client)

Not a T B Suspect. This individual has been fully evaluated for active TB disease and it has been determined that he or she does not have active TB disease at this time. The Client may return to shelter. No infection control precautions are necessary. **Individual not reported to Los Angeles County TBC Program.**

TB Suspect. This individual is suspected of having active TB disease and he or she began taking an appropriately prescribed course of anti-TB medications on: _____, This individual is not considered contagious at this time and may return to (or seek admittance to) a congregate living situation such as a homeless shelter. No infection control precautions are necessary. **Clinic to report Suspect/Case to Los Angeles County TBC Program (213-745-0800)**

Name of physician or nurse at clinic: _____

Date of evaluation: _____ Name of clinic: _____

If the individual is not considered a TB suspect at this time, clearance to return to a congregate living setting such as a homeless shelter expires one year from the date of evaluation noted on the bottom half of this page.

(Note: Per California Health & Safety Code, providers are required to fax a Confidential Morbidity Report (CMR) for all TB Suspects and verified TB Cases to the LAC TB Control Program within seven (7) days. You may download a CMR at: <http://publichealth.lacounty.gov/tb/index.htm>).

SAMPLE FORM B
Cough Alert Log

Name of Shelter: _____ Month/Year: _____

Date copy of cough alert log was given to Shelter TB Liaison: _____

Client Name	Date of Birth	Bed Location	Date(s) Client Observed to be Coughing	Name of Staff Member who Observed Client Coughing	Comments

Shelter Staff: Immediately forward a copy of this log to your TB Liaison when a persistently coughing Client is identified during the day. For Clients who have been coughing throughout the night, forward a copy of this log to your TB Liaison the next morning. The TB Liaison is responsible for further assessing the Client for symptoms of active TB disease and for determining if a referral for TB evaluation is appropriate.

SAMPLE FORM C
Early Detection of Tuberculosis Questionnaire

This questionnaire is designed for all Clients at the time of Intake. In addition, it can be used for any current Client with cough. It will help identify Clients who may have infectious TB so that appropriate precautions can be taken. **An individual with a prolonged cough (> 3 weeks) and at least one (1) other symptoms of TB should be referred to an appropriate health care provider for further evaluation.**

HISTORY/SYMPTOMS	Yes	No	Don't Know
<u>Do you have a cough that has lasted longer than 3 weeks?</u>			
Have you recently lost weight without explanation during the past month?			
Have you had frequent night sweats during the past month, soaking your sheets or clothing?			
Have you coughed up blood in the past month?			
Have you been feeling much more tired than usual over the past month?			
Have you had fevers almost daily for more than one week?			

Does the Client have prolonged cough (> 3 weeks) and answered "yes" to at least one other question above?

Yes No

If answered yes to above, client should be referred immediately (or the next morning) to the nearest CHS public health center on week days and on weekends and holidays to a County Hospital Emergency Department (e.g., Los Angeles County+ USC Medical Center, Harbor-UCLA, or Olive View Medical Center).

Shelter Liaison COMMENTS

EXPOSURE CONTROL METHODS IMPLEMENTED

Surgical mask given to Client? _____

Instructed to cover mouth when coughing? _____

Was the Client separated from others and placed in a well-ventilated room? _____

Evaluator name: _____ Date: _____

Sample Form D
Referral for Tuberculosis Screening
(for asymptomatic Clients)

Shelter staff: Complete the top portion of this form and hand it to the Client.
Client: Bring this form with you to the clinic/hospital listed below.

Name of referring shelter: _____

Name of contact person at shelter: _____ Telephone #: _____

Name of Client: _____ Date of birth: _____

Bed location: _____

Date of arrival at shelter: _____ Referral date: _____

Name of clinic/hospital to which Client was referred: _____

Comments: _____

Dear Provider,

This Client was referred for a TB screening evaluation that is required of all persons staying at this facility. The form must be completed within **7 days** of arrival at the facility, or the Client will no longer be able to remain a part of the housing program.

To be completed by clinic/hospital physician or nurse (give a copy to Client)

1. Please perform a test for latent TB infection* for all individuals without history of previous positive test result.

TST result: mm TB Blood Test Result: Negative Positive

2. Please perform a chest radiograph for all individuals with a positive TST or TB blood test. Persons with a history of a positive test need to have an annual chest radiograph for repeat TB screening.

CXR result: Normal
 Abnormal, not consistent with active TB disease
 Abnormal, possibly representing active TB disease

Cleared for stay in congregate setting ****Date of clearance: _____
 Not cleared; pending additional testing

Name of physician or nurse at clinic/hospital: _____

Name of clinic/hospital _____

* Tests available include the tuberculin skin test (TST) or blood tests (Quantiferon and T-SPOT).

**Exhibit B, Attachment 14
Contractor's Termination Policies and Procedures
(Contractor, please provide)**

Interim Housing Participants' Guidelines and Responsibilities

1. Because you should be able to have respectful and safe interactions with and within your community, you agree to:

- Act in a community-minded manner – *treat other Participants, Staff, and Volunteers with respect*
- Be fully and appropriately clothed, with shoes on – *to be mindful of others and to limit injuries*
- Leave weapons offsite or in the 'amnesty locker' if your site provides one – *to avoid injury*
- Have your bed area and belongings inspected, when warranted – *to ensure everyone's safety*
- Refrain from face-timing or recording (audio/video) onsite – *so as to protect everyone's privacy*
- Loiter at least 1 mile away – *to respect our Good Neighbor agreements*
- Inform staff before letting anyone onsite, as you may not be aware of a situation – *to ensure your safety*
- Keep substances (alcohol, drugs, and paraphernalia) offsite – *to respect participants who do not use*
The People Concern abides by the "Harm Reduction" approach, meaning that abstinence from substances is not a requirement for services. The goal is to reduce any behavior that is harmful to yourself and others, at your pace, as long as behaviors does not become disruptive to the community.
- Abstain from sexual activities onsite – *to avoid triggering others*
- Accept responsibility for your parking citations or vehicle damages
- Request assistance if you are having difficulty following the pet policy
- Smoke only in the designated areas – *to be respectful of non-smokers*
- Actively perform your activities of daily living – *you will be referred to a more suited facility if unable to do ADLs*

2. Because you should be able to have a clean communal space, you agree to:

- Pick up after yourselves inside and around the facility – *to share a clean environment*
- Wash hands before meals, and after using the restrooms – *to avoid getting sick or getting others sick*
- Shower daily and launder weekly – *so everyone can share the same space comfortably*
- Wash all personal items prior to moving into the designated sleeping area – *to kill off any bugs which will spread*
- Exchange your bed linen weekly – *so everyone can share the same space comfortably*
- Limit personal items to fit within the designated areas only – *to avoid accumulated clutter*
- Store or leave your belongings only in designated areas - *to avoid having your items discarded*

3. Because you should be able to be heard, you can:

- Complete a "Reasonable Accommodation Form" to request an accommodation
- Complete a "Communication Form" to express a concern or report an incident
- Complete a "Grievance Form" to share a formal grievance to be addressed by Administrative staff
- Place suggestions in the Suggestion Box in the communal area or participate in the Client Advisory Board

4. Because you should be able to receive assistance in your goals, you agree to:

- Complete an intake by providing ALL needed documents – *so staff may assist with collecting necessary documents*
- Attend enrichment workshops weekly – *as you will reap benefits*
- Actively participate in your weekly meetings with your case manager – *to stay on track with housing goals*

Interim Housing participants (besides Solar), will receive assistance with one application and its voucher extensions before being referred back to outreach services, to continue working on housing goals. Note that repeated missed case management appointments, lack of active engagement in the program, repeated declining of housing options may also result in being referred to non-Interim Housing services.

5. Because you should be able to have a bug-free, quiet and safe sleeping area, you agree to:

- _____ Keep food and beverages in the cafeterias or outside only – *to limit possibility of attracting bugs*
Food and beverages left in sleeping areas will be discarded without owner's prior warning
- _____ Wear headphones when playing music or movies – *to respect other's need for quiet time*
- _____ Keep conversation at a respectful volume – *to respect other's need for quiet time*
- _____ Silence electronics during quiet hours of 10pm to 7am – *to respect other's need for quiet time*
- _____ Sleep with clothing on – *in case of an emergency evacuation*
- _____ Keep the sleeping areas off-limits to non-participants – *to protect everyone's belongings and privacy*
- _____ Keep away from others' cubicles or rooms – *to avoid being accused of theft or other activities*
- _____ Keep the building's doors closed at night – *for your safety and that of other Interim Housing participants*
- _____ Accept to move cubicle/bed/room when requested by management staff – *to accommodate program needs*

Termination Policy:

Your safety and wellbeing is important to The People Concern. Because we understand that living in a community presents certain challenges, the following behaviors may result in an investigation and could lead to conclusion of services:

- Threats of violence or acts of violence
- Verbal abuse, Discrimination, Harassment and/or Intimidation – towards employees or other clients
- Defacing or destroying property
- Engaging in illegal activities onsite
- Repeated reminders (verbal notices or written mutual agreements) of our guidelines
- Decision to not adhere to medical advice which could lead to a community outbreak of infectious condition
- Prolonged absences, including after three consecutive uncommunicated overnight absences

You may appeal your termination by presenting your objection to management staff. Program participants who are terminated will be provided a written notice that includes:

- Reason(s) for termination
- Effective date of termination
- Grievance procedure

We ask that all participants take a proactive approach in maintaining a safe community. We encourage reports of any behaviors listed above. All reports may be treated with anonymity and confidentiality, unless a "duty to warn" is present.

Participant Signature and Date

Staff Signature and Date

Exhibit B, Attachment 15
Contractor's Grievance Policies and Procedures
(Contractor, please provide)



GRIEVANCE PROCEDURE for CLIENTS

It is the goal of The People Concern to treat all clients in a fair and respectful manner. This grievance procedure was established to enable clients to express their dissatisfaction with a program or service they have received at _____; it is designed to give clients a voice in providing feedback on the quality of The People Concern's services.

Here is how: Start by talking to your service provider or his or her supervisor. Most problems are easily resolved. If you feel you have done this, but the resolution did not satisfy you, then you should consider completing a grievance form and submit it to the Project Director for the program where you are receiving services. The grievance process is outlined below. Alternatively, if you are not happy with your program Director or their staff, you might wish to turn the completed form to the Director of Client Relations.

The Client Grievance Procedures will be posted on the Community Bulletin board and in common areas of the facility. The Project Director will be responsible for checking weekly to ensure the Client Grievance Procedures remain posted.

The Department of Public Health (DPH) Environmental Health Public Notice sign will be posted on the Community Bulletin board and in common areas of the facility. The Project Director will be responsible for checking weekly to ensure the DPH Environmental Health Public Notice sign remains posted.

Client Grievance forms and the Client Request for Second Level Review of Grievance forms will be available on the Community Bulletin board and in common areas of the facility for clients to access the Project Director will be responsible for checking daily to ensure these forms are available.

Here's how to file a grievance:

- I. Complete and submit the Client Grievance form to Project Director/Director of Client Relations.
 1. You will receive a copy of your grievance and a written acknowledgement of receipt of the grievance within three business days for the Project Director/ Director of Client Relations.
 2. The Projector Director / Director of Client Relations will provide you with a written response to your grievance within ten business days.
 3. Project Director/Director of Client Relations will investigate the claim including but not limited to reviewing the agency policies, interviewing relevant witnesses and staff, and consulting with relevant departments (such as Human Resources, Administration, Operations, etc.)
 3. Project Director/Director of Client relations will meet with you to explain the outcome of the investigation and the decision that includes a statement of factors that led to the final determination.
 4. You will indicate agreement or disagreement with the outcome.
 5. A copy of Grievance Resolution form is provided to you.



II. If you are still unsatisfied with result, you can appeal the decision by:

1. To request a second level review, complete and Client Request for Second Level Review of Grievance form or you may submit your request for a second level and that it will be reviewed.
 - ❖ Project Director/Director of Client Relations will provide client with a request for second level review.
 - ❖ Client will complete the request for second level review and received a confirmation of receipt of grievance or second level request.
 - ❖ Project Director/Director of Client Relations will complete and give client confirmation of receipt of grievance or second level request.
 - ❖ The confirmation of receipt of grievance or second level request will acknowledgement within three days and a timeline not to exceed ten business days which the grievant will receive a written decision from Director of Client Relations/Chief Program Officer.
 - ❖ Staff will review prior documents obtained by the Project Director.
 - ❖ Staff will conduct further investigation as needed.
 - ❖ Staff will complete new Grievance Resolution form and meet with you to discuss the decision that includes a statement of factors that led to the final determination.
 - ❖ You will indicate agreement or disagreement with the outcome.
 - ❖ Copy of Grievance Resolution form will be provided to you.

III. If the Client requests that his/her grievance be referred to mediation/dispute resolution, The People Concern will make such referral, schedule a mutually acceptable date and time for all parties to meet, and will fully participate in the mediation/dispute resolution process. Grievant may elect to use the following “cost free” resolution service:

- ❖ Office of the Los Angeles City Attorney, Dispute Resolution Program
- ❖ 200 N. Spring Street, 14th Floor Los Angeles, CA 90012
Phone: (213) 978-1880 / Fax: (213) 978-1312 / Email: mediate@lacity.org
- ❖ Department of Public Health (DPH), Environmental Health Division who will forward your message to the Department of Mental Health (DMH) IHP administration.
Phone: (888) 700-9995

Decisions by LAHSA, DMH-Patient’s Rights and the Dispute Resolution Program are final.

RECEIPT OF GRIEVANCE PROCEDURE

By signing below, I acknowledge that The People Concern has provided me with my own copy of The People Concern’s Grievance and Termination Procedures and Grievance Form. I further acknowledge that The People Concern’s Grievance and Termination Procedures have been explained to me.

Client Signature:

Date:

Staff Signature:

Date:

Exhibit B, Attachment 16
Federal Certification and Disclosure Regarding Lobbying
(Contractor, please provide)

Form is located at the following internet hyperlink:

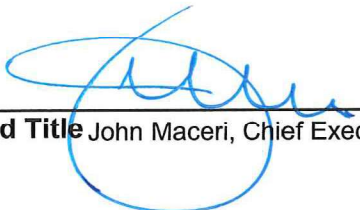
<https://www.lahsa.org/contracts>

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

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

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

Contractor: The People Concern



Name and Title John Maceri, Chief Executive Officer

1/24/2020

DATE

Exhibit B, Attachment 19
Contractor's Affirmative Action Plan
(Contractor, please provide if applicable based on Funding Source)

4 EMPLOYMENT POLICIES

4.1 Equal Employment Opportunity

The agency is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. The agency policy prohibits unlawful discrimination based on race; color; creed; gender; gender identity; gender expression; religion; religious creed, dress, and/or grooming Employee Handbook

practice; marital status; registered domestic partner status; age; national origin or ancestry; pregnancy; childbirth and medical conditions related to pregnancy and childbirth; breastfeeding and medical conditions related to breastfeeding; physical or mental disability; medical condition including genetic characteristics; sexual orientation; military and veteran status; being a victim of domestic abuse, stalking, or sexual assault; or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. In addition, the agency does not discriminate against any person with a disability, in compliance with the Service Animal Accommodation policies set forth by the City of Los Angeles and HUD regarding service animals. Military and veteran status is defined as a member or veteran of the US Armed Forces or Reserves or the US or California National Guard or Reserves. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is **unlawful**.

As a government contractor, the agency has adopted an Affirmative Action Plan and is committed to making a good faith effort towards achieving the objectives of the Plan. The agency has appointed the HR Director to serve as our Equal Employment Opportunity Officer.

Commitment in all Areas of Employment

The agency is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the agency operations and prohibits unlawful discrimination by any employee of the agency.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every supervisor and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the HR Director.

Interactive Process

Any applicant or employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact HR to discuss the need for an accommodation. Upon being contacted by the employee, or when the agency becomes aware of the need for an accommodation through a third party or the agency's own observation, the agency will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the essential functions of their job. If the accommodation is reasonable and will not impose an undue burden, the agency will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or HR. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact HR. The agency will immediately undertake a thorough and objective investigation and attempt to resolve the situation.

If the agency determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The agency will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management or your coworkers.

4.2 Diversity

The agency is committed to taking steps to achieve and maintain a diverse work force. These steps may include, but are not limited to, the following: Employee Handbook

☒ ensuring that the agency's policy regarding equal employment opportunity is communicated to all employees

☒ ensuring that hiring, promotion and salary administration practices are fair and consistent with the policy of the agency

☒ reporting to the Board of Directors on all activities and efforts to implement the agency's ongoing policy of equal employment opportunities

All agency managers and supervisors must provide equal opportunity for all employees with regard to work assignments, training, transfer, advancement, and other conditions and privileges of employment, and to work to assure a continuation of this policy of equal employment opportunity.

Exhibit B, Attachment 20
Contractor's Bylaws
(Contractor, please provide if applicable based on Funding Source)

BYLAWS of
OCEAN PARK COMMUNITY CENTER,
a California nonprofit, public benefit corporation
As amended and restated in their entirety, January 25, 2014

ARTICLE I

Name and Purposes

1. Name. The name of this corporation is the **Ocean Park Community Center, sometimes referred to as OPCC**, and is referred to herein as “the Corporation.”

2. Corporation is Nonprofit. The Corporation is a nonprofit, public benefit corporation which is incorporated under the Nonprofit Corporation Law (the “Nonprofit Law”) of the Corporations Code of the State of California. In the event of dissolution of this Corporation, all of its business, properties and assets shall be set over solely for the nonprofit purposes set forth in Article I, Section 3 of these Bylaws.

3. Corporate Purpose. The express purpose for which this Corporation is incorporated, as set forth in the Certificate of Amendment to the Articles of Incorporation filed November 1, 1967 with the California Secretary of State, is: “To operate exclusively to provide charitable services.”

4. Mission. The mission of the Corporation is to address the effects of poverty, abuse, neglect and discrimination and to provide assistance to members of the community and enable them to gain access to practical resources needed to ensure survival, end victimization, and improve their quality of life, including but not limited to securing housing and benefits. The Corporation is organized for charitable and educational purposes and provides its services without regard to race, color, national origin, immigration status, gender, sexual orientation, age, physical or mental disabilities or economic circumstances throughout Los Angeles County. The principal office of the Corporation is in Santa Monica, California.

5. Prohibited Purposes. The Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation as stated in Section 3 above. The Corporation is organized for purposes which are intended to secure exemption from taxation of its income as provided for in Section 501(c)(3) and (4) of the United States Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury Regulations issued thereunder, and Section 23701(d) of the California Revenue and Taxation Code, or any successor laws or regulations enacted hereafter. Accordingly, the Corporation shall not distribute any gains, profits or dividends to Directors, officers or employees and no portion of any net earnings shall inure to the Benefit of any Director, officer or employee of this Corporation or to any individual as such terms are

used in applicable sections of the Code. No substantial part of the activities of the Corporation shall consist of promulgating propaganda, or otherwise attempting to influence legislation, nor shall the Corporation participate or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE II

Membership

1. No Members. The Corporation shall have no members as that term is defined in Section 5056 of the Nonprofit Law. Any action which would otherwise require approval by a majority of all members or approval by the members present under the Nonprofit Law may be approved by the Board of Directors. All rights which would otherwise vest in the members shall vest in the Board of Directors.

ARTICLE III

Board of Directors

1. General Corporate Powers. The supervision and management of this Corporation shall be vested in and exercised by the Corporation's Board of Directors (the "Board"). All powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board. The Board shall make all rules and regulations which it deems necessary or proper for the management of the affairs and property of the Corporation which are not inconsistent with the Articles of Incorporation, these Bylaws or the laws of the State of California. The Board may delegate some or all of the management of the activities of the Corporation to one or more Board committees, officers or employees. However, notwithstanding any such delegation, the activities and affairs of the Corporation shall continue to be managed and all corporate powers shall continue to be exercised under the ultimate direction of the Board.

2. Number. The authorized number of Directors of the Corporation shall be no fewer than seven (7) and no more than twenty-five (25) and the actual number of Directors shall be determined, from time to time, by a majority vote of the Board.

3. Election and Tenure. Directors shall be elected to serve for a three-year (3) year term. Directors may be re-elected to additional three-year terms. The term of office shall begin immediately after election. A Director who has served three (3) consecutive three-year terms will not be eligible for Board membership until twelve (12) months have passed. Directors shall be nominated by the Governance Committee and elected by a majority vote of the Board. Directors may also be nominated by any Director by written nomination filed with and approved by the Governance Committee and recommended for approval by the Board.

4. Termination. The Board may act to terminate or maintain the Board membership of any Director who misses three (3) consecutive meetings, or four (4) meetings in any calendar year. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Sections 5230 through 5239 of the Nonprofit Law. The Board may also remove any Director without cause if the removal is approved by at least a majority of the Directors then in office.

5. Leave of Absence. A Director may obtain a leave of absence for a period of up to three (3) months by giving written notification to the Secretary of the Board, stating the precise term of leave requested. The Director on leave may apply to the Board in writing for an extension of leave beyond three (3) months for special circumstances to be granted or denied at the Board's discretion.

6. Unanimous Written Consent in Lieu of Meeting. Any action required by law to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by every member of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent shall be filed by the Secretary with the minutes of the Corporation.

7. Participation in Meetings by Conference Telephone, Electronic Video Screen Communication, or Other Communications Equipment. Members of the Board may participate in a meeting, or a committee meeting through the use of conference telephones, electronic video screen communication, or other communications equipment. Participation in a meeting through the use of conference telephone pursuant to this section constitutes presence in the person at that meeting as long as all members participating in the meeting are able to hear one another. Telephonic participation in board meetings, committee meetings and the like may be utilized when a Board member is unavailable to attend such meeting in person. "Unavailability" for this purpose shall include, but is not limited to, illness, physical incapacity, business or personal travel outside of the Los Angeles metropolitan area, adverse weather conditions, or similar circumstances or conditions. Telephonic participation in board meetings, committee meetings and the like may be utilized when a Board member is unavailable to attend such meeting in person. "Unavailability" for this purpose shall include, but is not limited to, illness, physical incapacity, business or personal travel outside of the Los Angeles metropolitan area, adverse weather conditions, or similar circumstances or conditions. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) pursuant to this section constitutes presence in person at that meeting if all of the following apply:

- a. Each member participating in the meeting can communicate with all the other members concurrently.

- b. Each member is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose and objection to, a specific action to be taken by the corporation.
- c. The corporation adopts and implements some means of verifying both of the following: (i) a person participating in the meeting is a Director or other person entitled to participate in the Board meeting; and (ii.) all actions of, or votes by, the Board are taken or cast only by the Directors and not persons who are not Directors.

8. Compensation. No Director shall receive any fees or other compensation for serving as a Director; provided, however, that Directors may be reimbursed, as authorized by the Board, for any expenses incurred in connection with the performance of their duties as Directors.

9. Conflict of Interest. No member of the Board may be employed in a paid capacity by the Corporation, whether as a full-time or part-time employee, independent contractor, or otherwise. Notwithstanding the preceding sentence, however, no violation of the provision of this Section shall void any transaction entered into by the Corporation.

10. Places of Meetings. Meetings of the Board shall be held in Los Angeles County, California, at a convenient place designated for that purpose, by the Board, Chairperson, or three (3) Directors, as the case may be, calling the meeting.

11. Annual Meeting. An annual organizational meeting (the "Annual Meeting") of the Board shall be held each year for the purpose of electing Directors and Officers and for the transaction of such other business as may come before the Board. The Annual Meeting shall be held on a date and at a time designated by the Board of Directors; provided, however, that in the absence of a designation to the contrary, the Annual Meeting will be held in the month of November.

12. Regular Meeting. Regular meetings other than the Annual Meeting may be held at such time and place as may be designated, in advance, by the Board. Further notice of regular meetings is not necessary.

13. Special Meetings. Special meetings may be called by the Chair or, in her or his absence, the Vice-Chair or by any three (3).

14. Notice. Neither the business to be transacted, nor the purpose of, any Annual Meeting or other regular meeting of the Board must be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws. In the event of any special meeting, or when required by statute or by these Bylaws, the purpose or purposes for which said special meeting is called shall be stated in the notice thereof. Directors shall be given notice of special meetings as follows: four (4) days

notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile or electronic mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at the Director's address as it appears on the records of the Corporation, with postage therein prepaid. If notice is given by facsimile or other electronic means, such notice shall be deemed to be delivered when actually transmitted by the person giving notice to the Director at the facsimile number or other electronic address for such Director as is shown upon the records of the Corporation and written confirmation of the delivery of such electronic notice shall be retained for a period of one (1) year with the records of the Corporation. Any director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

15. Quorum and Vote. A majority of the number of Directors currently certified by the Secretary of the Corporation as active shall constitute a quorum for the transaction of business. Currently active Director is defined as all Directors except Directors on leave of absence. Once a quorum is present at a meeting, the Directors present may continue to conduct business during the scheduled hours of the meeting notwithstanding any withdrawal which leaves the meeting in a sub-quorum status. The action of a majority of the Directors present at any meeting at which there is a quorum, when duly assembled, shall be valid as an act of the Corporation.

ARTICLE IV

Officers

1. Description. The officers of the Corporation shall be a Chair, a Vice-Chair, a Secretary, and a Chief Financial Officer (CFO). No person may hold any more than one of these offices at the same time. The Board may elect or appoint such other subordinate officers as it shall deem desirable.

2. Election and Term of Office. The officers shall be elected annually by the Board at its Annual Meeting from among the members of the Board. Each officer shall serve for a term of one (1) year and shall hold office until he or she shall resign or be removed. Officers may be re-elected for one or more additional terms.

3. Removal and Resignation. Any officer may be removed by a majority of the Directors at any given time in office, at any meeting of the Board. Any officer may resign at any time by giving notice in writing or by electronic mail to the Board or to the Chair or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein (or immediately if the Board so determines), and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by a majority vote of the Board for the unexpired portion of the term.

5. Chair. The Chair shall be the Chief Executive Officer (CEO) of the Corporation and shall, subject to the control of the Board, have general supervision and control of the business and affairs of the Corporation. The Chair shall preside at all meetings of the Board. The Chair shall have the general power and duties of management usually vested in the office of President of a corporation, and shall have other such powers and duties as may be prescribed by the Board, or the Bylaws.

6. Vice-Chair. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties as the Board shall prescribe.

7. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes of all meetings of the Board with time and place of holding, notice given, names of those present, and the proceedings thereof. The Secretary shall give, or cause to be given, the required notice for all meetings and, in addition, shall have any responsibilities prescribed by the Chairperson or Co-Chairperson or the Board or by law. The Secretary shall keep, or cause to be kept, a register listing the names, addresses, telephone numbers, facsimile numbers and e-mail addresses of all members so the Board.

8. Chief Financial Officer (CFO). The Chief Financial Officer (CFO) is the treasurer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation. The books of account shall be open to inspection at all reasonable times by any Director. The Chief Financial Officer (CFO) shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Chief Financial Officer (CFO) shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board, shall render to the Chair or the Board, whenever they request it, an account of all transactions as Chief Financial Officer (CFO) and of the financial condition of the Corporation, and shall have other such powers and perform such other duties as may be prescribed by the Board.

9. Executive Director. The Board shall also be responsible for the selection, hiring and employment of an Executive Director for the Corporation. The Executive Director shall not be deemed to be an officer or Director of the Corporation, but shall perform such executive duties and responsibilities as may be delegated to the Executive Director by the Board.

ARTICLE V

Committees

1. Standing Committees. The following committees shall be standing committees of the Board and shall continue in existence at all times.

a. Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, Secretary, Chief Financial Officer (CFO), and one or more members elected from the Board at large. It shall act as a steering committee of the Board and shall exercise such powers as may be delegated to it by the Board. The Executive Committee shall also be responsible for an annual evaluation of the Executive Director.

b. Finance Committee. The Finance Committee shall include the Chief Financial Officer (CFO). It shall review the financial records of the Corporation and make recommendations in the area of financial responsibility.

c. Development and Fundraising Committee. The Development Committee is intended to lead and support the Corporation's fundraising efforts. The committee is to work closely with the Board and staff in this regard.

d. Board Governance Committee. The Board Governance Committee identifies, reviews and nominates candidates to the Board; evaluates and supports Board members; and handles other matters regarding Board governance.

e. Audit Committee. The Audit Committee oversees the Corporation's annual independent certified audit and related matters. The Audit Committee is separate from the Finance Committee.

2. Ad Hoc Committees. The Board may appoint such *ad hoc* committees as may be necessary or warranted from time to time, consisting of such number of Directors of the Corporation and with such powers as the Board may designate, consistent with the Articles of Incorporation and the Bylaws. Such committees shall hold office at the pleasure of the Board. Where appropriate, individuals who are non-Board members may serve on *ad hoc committees*.

ARTICLE VI

Auxiliary Groups

1. The Board of Directors at its discretion may establish one or more advisory or resource boards or other auxiliary groups to engage in such purposes as the Board shall specify, including making non-binding recommendations to the Board. All such boards shall serve at the pleasure of the Corporation's Board of Directors and the Board of Directors shall establish such policies as it deems appropriate with respect to the membership and operation of such advisory bodies, including the number of members, their term of membership and the method of their selection.

ARTICLE VII

Indemnification

1. Indemnification of Corporate Agents.

(a) Any person who was or is a Director, officer, employee or other agent of the Corporation (each person referred to hereafter as an "Agent" and collectively as "Agents") may be indemnified by the Corporation for any claims, demands, causes of action, expenses or liabilities arising out of, or pertaining to, the Agent's service to or on behalf of the Corporation, or by reason of the fact that the person was or is an agent of the Corporation, to the fullest extent permitted by Section 5238 of the Nonprofit Law.

(b) The Corporation shall have power to purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such whether or not the Corporation would have the power to indemnify the Agent against such liability under Section 5238 of the Nonprofit Law; provided, however, that the Corporation shall not have the power to purchase and maintain such insurance to indemnify any Agent for a violation of Section 5233 of the Nonprofit Law.

2. Non-Paid Directors; Alleged Failure to Discharge Duties; No Monetary Liability. Except as provided in Section 5233 or 5237 of the Nonprofit Law, there is no monetary liability on the part of, and no cause of action for damages shall arise against, any non-paid Director who is also a non-paid officer of this Corporation, based upon any alleged failure to discharge the person's duties as Director or officer if the duties are performed in a manner that meets all of the following criteria: (a) the duties are performed in good faith; (b) the duties are performed in a manner such Director reasonably believes to be in the best interests of the Corporation; and (c) the duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3. Personal Liability of Volunteer Director or Officer for Negligence

(a) Except as provided in subsection c below, there shall be no personal liability to a third party on the part of any volunteer Director or volunteer officer of this Corporation caused by the Director's or officer's negligent act or omission in the performance of that person's duties as a Director or officer, if all of the following conditions are met: (i) The act or omission was within the scope of the Director's or officer's duties; (ii) the act or omission was performed in good faith; (iii) the act or omission was not reckless, wanton, intentional, or grossly negligent; and (iv) damages caused by the act or omission are covered pursuant to a liability insurance policy issued to the Corporation, either in the form of a general liability policy or a Director's and officer's liability policy, or personally to the Director or officer. In the event that damages are not covered by a liability insurance policy, the volunteer Director or volunteer officer shall not be personally liable for the damages if the Board and the person had made all reasonable efforts in good faith to obtain liability insurance.

(b) For purposes of this Section “volunteer” means the rendering of services without compensation. “Compensation” means remuneration whether by the way of salary, fee, or other consideration for services rendered. However, the payment of per diem, mileage, or other reimbursement expenses to a Director or officer does not affect that person’s status as a volunteer within the meaning of this Section.

(c) This Section does not eliminate or limit the liability of a Director or officer for any of the following: (i) any liability with respect to self-dealing transactions as provided in Section 5233 of the Nonprofit Law or any liability with respect to certain prohibited distributions, loans or guarantees as provided in Section 5237 of said law; or (ii) in any action or proceeding brought by the California Attorney General.

ARTICLE VIII

Amendment to Articles of Incorporation

1. The Articles of Incorporation of this Corporation may be amended at any regularly scheduled meeting of the Board. A two-thirds (2/3) majority of the Directors present is required to amend said Articles at a regularly scheduled Board meeting, provided that the proposed amendment was presented at the regularly scheduled meeting prior to the meeting at which it is to be voted on.

ARTICLE IX

Amendment to Bylaws

1. Power of Directors. The Board may adopt, amend, or repeal any of these Bylaws by a majority of the members of the Board present at any regularly scheduled meeting, provided that the proposed amendment or Bylaw was presented at the regularly scheduled meeting prior to the meeting at which it is to be voted on.

2. Record of Amendments. Whenever an amendment or new Bylaw is adopted, a true and correct copy of the amendment shall be deposited in the Corporation’s Minute Book with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in the Minute Book.

ARTICLE X

Miscellaneous

1. Records. The Corporation shall maintain adequate and correct accounts, books and records of its business and properties. All of such books, records and accounts

shall be kept in the County of Los Angeles at a place designated from time to time by the Board.

2. Inspection of Records. All books and records of the Corporation shall be open to inspection by members of the Board at reasonable times and upon reasonable notice.

3. Certification and Inspection of Bylaws. The original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary shall be open to inspection by the Directors of the Corporation.

4. Endorsement of Documents, Contracts. Subject to the provisions of all applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chair, or the Vice-Chair, and the Secretary, and/or the Chief Financial Officer (CFO) of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent, or employee shall have the power of authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

5. Annual financial report. At the fiscal year-end closing of the books and financial records, the Chief Financial Officer (CFO) shall cause to be provided to all Directors an Annual financial report to include a current balance sheet, together with a current statement of income and expense. The Annual financial report shall be discussed at the next Board meeting following its distribution.

6. Fiscal Year. The fiscal year shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June.

CERTIFICATE OF SECRETARY

I, Bart Zitnitsky, Secretary of the Ocean Park Community Center (OPCC), hereby certify that the foregoing Bylaws of the Ocean Park Community Center (OPCC), amended and restated in their entirety, and Certificate of Secretary, consisting of eleven (11) pages, were duly adopted by an affirmative vote of the members of the Board of Directors of the Corporation at a meeting duly noticed, on January 25, 2014.

Dated: January 25, 2014



Bart Zitnitsky
Corporate Secretary

Attest: 

Julie Guest
Chair, Board of Directors

BYLAWS of
OCEAN PARK COMMUNITY CENTER,
a California nonprofit, public benefit corporation
As amended and restated in their entirety, January 25, 2014

ARTICLE I

Name and Purposes

1. **Name.** The name of this corporation is the **Ocean Park Community Center, sometimes referred to as OPCC**, and is referred to herein as “the Corporation.”

2. **Corporation is Nonprofit.** The Corporation is a nonprofit, public benefit corporation which is incorporated under the Nonprofit Corporation Law (the “Nonprofit Law”) of the Corporations Code of the State of California. In the event of dissolution of this Corporation, all of its business, properties and assets shall be set over solely for the nonprofit purposes set forth in Article I, Section 3 of these Bylaws.

3. **Corporate Purpose.** The express purpose for which this Corporation is incorporated, as set forth in the Certificate of Amendment to the Articles of Incorporation filed November 1, 1967 with the California Secretary of State, is: “To operate exclusively to provide charitable services.”

4. **Mission.** The mission of the Corporation is to address the effects of poverty, abuse, neglect and discrimination and to provide assistance to members of the community and enable them to gain access to practical resources needed to ensure survival, end victimization, and improve their quality of life, including but not limited to securing housing and benefits. The Corporation is organized for charitable and educational purposes and provides its services without regard to race, color, national origin, immigration status, gender, sexual orientation, age, physical or mental disabilities or economic circumstances throughout Los Angeles County. The principal office of the Corporation is in Santa Monica, California.

5. **Prohibited Purposes.** The Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation as stated in Section 3 above. The Corporation is organized for purposes which are intended to secure exemption from taxation of its income as provided for in Section 501(c)(3) and (4) of the United States Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury Regulations issued thereunder, and Section 23701(d) of the California Revenue and Taxation Code, or any successor laws or regulations enacted hereafter. Accordingly, the Corporation shall not distribute any gains, profits or dividends to Directors, officers or employees and no portion of any net earnings shall inure to the Benefit of any Director, officer or employee of this Corporation or to any individual as such terms are

used in applicable sections of the Code. No substantial part of the activities of the Corporation shall consist of promulgating propaganda, or otherwise attempting to influence legislation, nor shall the Corporation participate or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE II

Membership

1. No Members. The Corporation shall have no members as that term is defined in Section 5056 of the Nonprofit Law. Any action which would otherwise require approval by a majority of all members or approval by the members present under the Nonprofit Law may be approved by the Board of Directors. All rights which would otherwise vest in the members shall vest in the Board of Directors.

ARTICLE III

Board of Directors

1. General Corporate Powers. The supervision and management of this Corporation shall be vested in and exercised by the Corporation's Board of Directors (the "Board"). All powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board. The Board shall make all rules and regulations which it deems necessary or proper for the management of the affairs and property of the Corporation which are not inconsistent with the Articles of Incorporation, these Bylaws or the laws of the State of California. The Board may delegate some or all of the management of the activities of the Corporation to one or more Board committees, officers or employees. However, notwithstanding any such delegation, the activities and affairs of the Corporation shall continue to be managed and all corporate powers shall continue to be exercised under the ultimate direction of the Board.

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4. Termination. The Board may act to terminate or maintain the Board membership of any Director who misses three (3) consecutive meetings, or four (4) meetings in any calendar year. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Sections 5230 through 5239 of the Nonprofit Law. The Board may also remove any Director without cause if the removal is approved by at least a majority of the Directors then in office.

5. Leave of Absence. A Director may obtain a leave of absence for a period of up to three (3) months by giving written notification to the Secretary of the Board, stating the precise term of leave requested. The Director on leave may apply to the Board in writing for an extension of leave beyond three (3) months for special circumstances to be granted or denied at the Board's discretion.

6. Unanimous Written Consent in Lieu of Meeting. Any action required by law to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by every member of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent shall be filed by the Secretary with the minutes of the Corporation.

7. Participation in Meetings by Conference Telephone, Electronic Video Screen Communication, or Other Communications Equipment. Members of the Board may participate in a meeting, or a committee meeting through the use of conference telephones, electronic video screen communication, or other communications equipment. Participation in a meeting through the use of conference telephone pursuant to this section constitutes presence in the person at that meeting as long as all members participating in the meeting are able to hear one another. Telephonic participation in board meetings, committee meetings and the like may be utilized when a Board member is unavailable to attend such meeting in person. "Unavailability" for this purpose shall include, but is not limited to, illness, physical incapacity, business or personal travel outside of the Los Angeles metropolitan area, adverse weather conditions, or similar circumstances or conditions. Telephonic participation in board meetings, committee meetings and the like may be utilized when a Board member is unavailable to attend such meeting in person. "Unavailability" for this purpose shall include, but is not limited to, illness, physical incapacity, business or personal travel outside of the Los Angeles metropolitan area, adverse weather conditions, or similar circumstances or conditions. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) pursuant to this section constitutes presence in person at that meeting if all of the following apply:

- a. Each member participating in the meeting can communicate with all the other members concurrently.

- b. Each member is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose and objection to, a specific action to be taken by the corporation.
- c. The corporation adopts and implements some means of verifying both of the following: (i) a person participating in the meeting is a Director or other person entitled to participate in the Board meeting; and (ii.) all actions of, or votes by, the Board are taken or cast only by the Directors and not persons who are not Directors.

8. Compensation. No Director shall receive any fees or other compensation for serving as a Director; provided, however, that Directors may be reimbursed, as authorized by the Board, for any expenses incurred in connection with the performance of their duties as Directors.

9. Conflict of Interest. No member of the Board may be employed in a paid capacity by the Corporation, whether as a full-time or part-time employee, independent contractor, or otherwise. Notwithstanding the preceding sentence, however, no violation of the provision of this Section shall void any transaction entered into by the Corporation.

10. Places of Meetings. Meetings of the Board shall be held in Los Angeles County, California, at a convenient place designated for that purpose, by the Board, Chairperson, or three (3) Directors, as the case may be, calling the meeting.

11. Annual Meeting. An annual organizational meeting (the "Annual Meeting") of the Board shall be held each year for the purpose of electing Directors and Officers and for the transaction of such other business as may come before the Board. The Annual Meeting shall be held on a date and at a time designated by the Board of Directors; provided, however, that in the absence of a designation to the contrary, the Annual Meeting will be held in the month of November.

12. Regular Meeting. Regular meetings other than the Annual Meeting may be held at such time and place as may be designated, in advance, by the Board. Further notice of regular meetings is not necessary.

13. Special Meetings. Special meetings may be called by the Chair or, in her or his absence, the Vice-Chair or by any three (3).

14. Notice. Neither the business to be transacted, nor the purpose of, any Annual Meeting or other regular meeting of the Board must be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws. In the event of any special meeting, or when required by statute or by these Bylaws, the purpose or purposes for which said special meeting is called shall be stated in the notice thereof. Directors shall be given notice of special meetings as follows: four (4) days

notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile or electronic mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at the Director's address as it appears on the records of the Corporation, with postage therein prepaid. If notice is given by facsimile or other electronic means, such notice shall be deemed to be delivered when actually transmitted by the person giving notice to the Director at the facsimile number or other electronic address for such Director as is shown upon the records of the Corporation and written confirmation of the delivery of such electronic notice shall be retained for a period of one (1) year with the records of the Corporation. Any director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

15. Quorum and Vote. A majority of the number of Directors currently certified by the Secretary of the Corporation as active shall constitute a quorum for the transaction of business. Currently active Director is defined as all Directors except Directors on leave of absence. Once a quorum is present at a meeting, the Directors present may continue to conduct business during the scheduled hours of the meeting notwithstanding any withdrawal which leaves the meeting in a sub-quorum status. The action of a majority of the Directors present at any meeting at which there is a quorum, when duly assembled, shall be valid as an act of the Corporation.

ARTICLE IV

Officers

1. Description. The officers of the Corporation shall be a Chair, a Vice-Chair, a Secretary, and a Chief Financial Officer (CFO). No person may hold any more than one of these offices at the same time. The Board may elect or appoint such other subordinate officers as it shall deem desirable.

2. Election and Term of Office. The officers shall be elected annually by the Board at its Annual Meeting from among the members of the Board. Each officer shall serve for a term of one (1) year and shall hold office until he or she shall resign or be removed. Officers may be re-elected for one or more additional terms.

3. Removal and Resignation. Any officer may be removed by a majority of the Directors at any given time in office, at any meeting of the Board. Any officer may resign at any time by giving notice in writing or by electronic mail to the Board or to the Chair or to the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein (or immediately if the Board so determines), and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by a majority vote of the Board for the unexpired portion of the term.

5. Chair. The Chair shall be the Chief Executive Officer (CEO) of the Corporation and shall, subject to the control of the Board, have general supervision and control of the business and affairs of the Corporation. The Chair shall preside at all meetings of the Board. The Chair shall have the general power and duties of management usually vested in the office of President of a corporation, and shall have other such powers and duties as may be prescribed by the Board, or the Bylaws.

6. Vice-Chair. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties as the Board shall prescribe.

7. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes of all meetings of the Board with time and place of holding, notice given, names of those present, and the proceedings thereof. The Secretary shall give, or cause to be given, the required notice for all meetings and, in addition, shall have any responsibilities prescribed by the Chairperson or Co-Chairperson or the Board or by law. The Secretary shall keep, or cause to be kept, a register listing the names, addresses, telephone numbers, facsimile numbers and e-mail addresses of all members so the Board.

8. Chief Financial Officer (CFO). The Chief Financial Officer (CFO) is the treasurer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation. The books of account shall be open to inspection at all reasonable times by any Director. The Chief Financial Officer (CFO) shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Chief Financial Officer (CFO) shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board, shall render to the Chair or the Board, whenever they request it, an account of all transactions as Chief Financial Officer (CFO) and of the financial condition of the Corporation, and shall have other such powers and perform such other duties as may be prescribed by the Board.

9. Executive Director. The Board shall also be responsible for the selection, hiring and employment of an Executive Director for the Corporation. The Executive Director shall not be deemed to be an officer or Director of the Corporation, but shall perform such executive duties and responsibilities as may be delegated to the Executive Director by the Board.

ARTICLE V

Committees

1. Standing Committees. The following committees shall be standing committees of the Board and shall continue in existence at all times.

a. Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, Secretary, Chief Financial Officer (CFO), and one or more members elected from the Board at large. It shall act as a steering committee of the Board and shall exercise such powers as may be delegated to it by the Board. The Executive Committee shall also be responsible for an annual evaluation of the Executive Director.

b. Finance Committee. The Finance Committee shall include the Chief Financial Officer (CFO). It shall review the financial records of the Corporation and make recommendations in the area of financial responsibility.

c. Development and Fundraising Committee. The Development Committee is intended to lead and support the Corporation's fundraising efforts. The committee is to work closely with the Board and staff in this regard.

d. Board Governance Committee. The Board Governance Committee identifies, reviews and nominates candidates to the Board; evaluates and supports Board members; and handles other matters regarding Board governance.

e. Audit Committee. The Audit Committee oversees the Corporation's annual independent certified audit and related matters. The Audit Committee is separate from the Finance Committee.

2. Ad Hoc Committees. The Board may appoint such *ad hoc* committees as may be necessary or warranted from time to time, consisting of such number of Directors of the Corporation and with such powers as the Board may designate, consistent with the Articles of Incorporation and the Bylaws. Such committees shall hold office at the pleasure of the Board. Where appropriate, individuals who are non-Board members may serve on *ad hoc committees*.

ARTICLE VI

Auxiliary Groups

1. The Board of Directors at its discretion may establish one or more advisory or resource boards or other auxiliary groups to engage in such purposes as the Board shall specify, including making non-binding recommendations to the Board. All such boards shall serve at the pleasure of the Corporation's Board of Directors and the Board of Directors shall establish such policies as it deems appropriate with respect to the membership and operation of such advisory bodies, including the number of members, their term of membership and the method of their selection.

ARTICLE VII

Indemnification

1. Indemnification of Corporate Agents.

(a) Any person who was or is a Director, officer, employee or other agent of the Corporation (each person referred to hereafter as an "Agent" and collectively as "Agents") may be indemnified by the Corporation for any claims, demands, causes of action, expenses or liabilities arising out of, or pertaining to, the Agent's service to or on behalf of the Corporation, or by reason of the fact that the person was or is an agent of the Corporation, to the fullest extent permitted by Section 5238 of the Nonprofit Law.

(b) The Corporation shall have power to purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such whether or not the Corporation would have the power to indemnify the Agent against such liability under Section 5238 of the Nonprofit Law; provided, however, that the Corporation shall not have the power to purchase and maintain such insurance to indemnify any Agent for a violation of Section 5233 of the Nonprofit Law.

2. Non-Paid Directors; Alleged Failure to Discharge Duties; No Monetary Liability. Except as provided in Section 5233 or 5237 of the Nonprofit Law, there is no monetary liability on the part of, and no cause of action for damages shall arise against, any non-paid Director who is also a non-paid officer of this Corporation, based upon any alleged failure to discharge the person's duties as Director or officer if the duties are performed in a manner that meets all of the following criteria: (a) the duties are performed in good faith; (b) the duties are performed in a manner such Director reasonably believes to be in the best interests of the Corporation; and (c) the duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3. Personal Liability of Volunteer Director or Officer for Negligence

(a) Except as provided in subsection c below, there shall be no personal liability to a third party on the part of any volunteer Director or volunteer officer of this Corporation caused by the Director's or officer's negligent act or omission in the performance of that person's duties as a Director or officer, if all of the following conditions are met: (i) The act or omission was within the scope of the Director's or officer's duties; (ii) the act or omission was performed in good faith; (iii) the act or omission was not reckless, wanton, intentional, or grossly negligent; and (iv) damages caused by the act or omission are covered pursuant to a liability insurance policy issued to the Corporation, either in the form of a general liability policy or a Director's and officer's liability policy, or personally to the Director or officer. In the event that damages are not covered by a liability insurance policy, the volunteer Director or volunteer officer shall not be personally liable for the damages if the Board and the person had made all reasonable efforts in good faith to obtain liability insurance.

(b) For purposes of this Section “volunteer” means the rendering of services without compensation. “Compensation” means remuneration whether by the way of salary, fee, or other consideration for services rendered. However, the payment of per diem, mileage, or other reimbursement expenses to a Director or officer does not affect that person’s status as a volunteer within the meaning of this Section.

(c) This Section does not eliminate or limit the liability of a Director or officer for any of the following: (i) any liability with respect to self-dealing transactions as provided in Section 5233 of the Nonprofit Law or any liability with respect to certain prohibited distributions, loans or guarantees as provided in Section 5237 of said law; or (ii) in any action or proceeding brought by the California Attorney General.

ARTICLE VIII

Amendment to Articles of Incorporation

1. The Articles of Incorporation of this Corporation may be amended at any regularly scheduled meeting of the Board. A two-thirds (2/3) majority of the Directors present is required to amend said Articles at a regularly scheduled Board meeting, provided that the proposed amendment was presented at the regularly scheduled meeting prior to the meeting at which it is to be voted on.

ARTICLE IX

Amendment to Bylaws

1. Power of Directors. The Board may adopt, amend, or repeal any of these Bylaws by a majority of the members of the Board present at any regularly scheduled meeting, provided that the proposed amendment or Bylaw was presented at the regularly scheduled meeting prior to the meeting at which it is to be voted on.

2. Record of Amendments. Whenever an amendment or new Bylaw is adopted, a true and correct copy of the amendment shall be deposited in the Corporation’s Minute Book with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in the Minute Book.

ARTICLE X

Miscellaneous

1. Records. The Corporation shall maintain adequate and correct accounts, books and records of its business and properties. All of such books, records and accounts

shall be kept in the County of Los Angeles at a place designated from time to time by the Board.

2. Inspection of Records. All books and records of the Corporation shall be open to inspection by members of the Board at reasonable times and upon reasonable notice.

3. Certification and Inspection of Bylaws. The original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary shall be open to inspection by the Directors of the Corporation.

4. Endorsement of Documents, Contracts. Subject to the provisions of all applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chair, or the Vice-Chair, and the Secretary, and/or the Chief Financial Officer (CFO) of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent, or employee shall have the power of authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

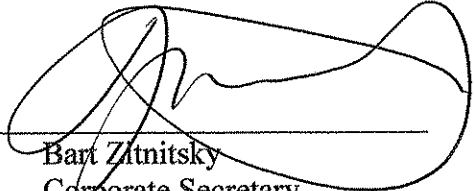
5. Annual financial report. At the fiscal year-end closing of the books and financial records, the Chief Financial Officer (CFO) shall cause to be provided to all Directors an Annual financial report to include a current balance sheet, together with a current statement of income and expense. The Annual financial report shall be discussed at the next Board meeting following its distribution.

6. Fiscal Year. The fiscal year shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June.


CERTIFICATE OF SECRETARY

I, Bart Zitnitsky, Secretary of the Ocean Park Community Center (OPCC), hereby certify that the foregoing Bylaws of the Ocean Park Community Center (OPCC), amended and restated in their entirety, and Certificate of Secretary, consisting of eleven (11) pages, were duly adopted by an affirmative vote of the members of the Board of Directors of the Corporation at a meeting duly noticed, on January 25, 2014.

Dated: January 25, 2014



Bart Zitnitsky
Corporate Secretary

Attest: 

Julie Guest
Chair, Board of Directors

**Exhibit B, Attachment 21
Contractor Responsibility Ordinance
(Contractor, please provide if applicable based on Funding Source and if applicable to your Agreement)**

Pledge

https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF

Questionnaire for Service

<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>;

Questionnaire for construction

<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

The People Concern

Business Name	Contractor's License Number		
2116 Arlington Avenue, Suite 100	Los Angeles	CA	90018
Street Address	City	State	Zip
John Maceri, Chief Executive Officer	323-334-9000		323-334-4437
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 09 / 03 / 2019.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

- Corporation:** Date incorporated: 08 / 27 / 1963 State of incorporation: CA

List the corporation's current officers.

President: Gary Foster and Laura Kaiser

Vice President: _____

Secretary: Greg Germann

Treasurer: Bart Zinitsky

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

Joint Venture: Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?
 Yes No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
 Yes No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)
The People Concern is the result of a merger between Ocean Park Community Center (OPCC) and Lamp, Inc. in 2016. The HCIDLA contract was previously under the name The People Concern at the address 1453 - 16th Street, Santa Monica, CA 90404. OPCC is the surviving entity of the merger. Once Lamp dissolved into OPCC, the agency filed for a legal name change to officially become The People Concern.

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?
 Yes No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 58 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

See attachment.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes No

If **Yes**, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

See attachment.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes No

If Yes, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

Yes No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.
- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?
 Yes No
 - (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?
 Yes No
 - (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

Yes No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:



Signature

6/11/2021

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16A

Check **Yes** in response to Question No. 16A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California’s Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

The People Concern

Business Name	Contractor's License Number		
2116 Arlington Avenue, Suite 100	Los Angeles	CA	90018
Street Address	City	State	Zip
John Maceri, Chief Executive Officer	323-334-9000		323-334-4437
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 09 / 03 / 2019.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

- Corporation:** Date incorporated: 08 / 27 / 1963 State of incorporation: CA

List the corporation's current officers.

President: Gary Foster and Laura Kaiser

Vice President: _____

Secretary: Greg Germann

Treasurer: Bart Zinitsky

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

Joint Venture: Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?
 Yes No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
 Yes No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)
The People Concern is the result of a merger between Ocean Park Community Center (OPCC) and Lamp, Inc. in 2016. The HCIDLA contract was previously under the name The People Concern at the address 1453 - 16th Street, Santa Monica, CA 90404. OPCC is the surviving entity of the merger. Once Lamp dissolved into OPCC, the agency filed for a legal name change to officially become The People Concern.

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?
 Yes No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 58 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

See attachment.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes No

If **Yes**, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

See attachment.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes No

If Yes, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

Yes No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.
- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?
 Yes No
 - (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?
 Yes No
 - (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

Yes No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:



Signature

6/11/2021

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16A

Check **Yes** in response to Question No. 16A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California’s Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

Exhibit B, Attachment 22
Certification Regarding Notice of Prohibition Against Retaliation
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

ATTACHMENT 22
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 — Fax: (213) 847-2777

AGREEMENT NUMBER:

CONTRACTOR/BORROWER/AGENCY

JOHN MACERI CEO
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE

7-1-21
DATE

Exhibit B, Attachment 23
Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures
Application for First Source Hiring Ordinance
(Contractor, please provide if applicable based on Funding Source)

Form is located at the following internet hyperlink:

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

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-X
CITY OF LOS ANGELES****Departmental Application for Exemption**

Awarding Departments: Please fill and submit this form to Attn: EEOE, **VIA FAX** at (213) 847-2777 or **SCAN/EMAIL** to bca.eeoe@lacity.org for review and approval.

SECTION I. AWARDING DEPARTMENT/BID INFORMATION

Dept: LAHSA Contact Person: _____ Phone#: _____ Email: _____
Project Title (as listed in bid): Kensington Capital Project ID# 2019CBH98

SECTION II. CONTRACTOR INFORMATION

Name of Contractor: The People Concern Contractor Phone#: 323-334-9000
Designated Contractor Contact Person: John Maceri Email: jmaceri@thepeopleconcern.org
Street Address: 2116 Arlington Avenue, Suite 100, Los Angeles, CA 90018
City: Los Angeles State: CA Zip: 90018 Federal ID (FEIN)#: 95-6143865

SECTION III. EXEMPTION INFORMATION

I am applying for this type of exemption (please use the same description you checked off on FSHO-D) then continue to Section IV.

Description

SECTION IV. EXPLANATION FOR EXEMPTION REQUEST

Please provide a detailed explanation of why this contract should be exempt from the FSHO. Attach additional sheets if necessary, then continue to Section V. You may also attach an Interdepartmental Memo in lieu of filling Section IV. BCA may require additional documentation to supplement this form.

All services tied to this contract are located outside of the City of Los Angeles.

SECTION V. SIGNATURE AND SUBMIT

Submit this request for exemption and all supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC). The OCC will make a determination within seven (7) working days of receipt of a request for exemption and all supporting documentation.

July 9, 2020

Department Contact Signature

Date

An approved exemption is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

SECTION VI. BCA INFORMATION

NOT APPROVED (see attached memorandum for explanation).

APPROVED based on Code Sections:

OCC Analyst Signature

Date

Exhibit B, Attachment 24
Certification of Compliance with the Slavery Disclosure Ordinance
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, John Maceri am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

51594

BAVN Company Id

95-6143865

EIN/TIN

The People Concern

Company Name

2116 Arlington Avenue Suite 100

Street Address

Los Angeles

City

CA

State

90018

Zip

323-334-9000

Phone

rkupferman@thepeopleconcern.org

Email

3. The company came into existence in 1963 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, John Maceri, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

John Maceri

Signature

02 August, 2019

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Exhibit C
Program Budget and Services
(on next page)

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit D
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

**Exhibit E
Definitions**

Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

**Agreement Number: 2021ABA13
Contract Name: The People Concern**

Exhibit F
Funder Terms and Conditions
(on next page)

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit F
COUNTY OF LOS ANGELES
TERMS AND CONDITIONS

WHEREAS, LAHSA has received and entered into an Operating Agreement with the County of Los Angeles, funded with General Funds and Measure H Funds for the provision of shelter and services to address homelessness in the County of Los Angeles as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with funding from the County of Los Angeles as specified in Exhibit C, Program Budget and Services;

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Attachment 1 - Internal Revenue Service No. 1015

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1. Compliance with the County's 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. See Exhibit B, Conditions Precedent, Attachment 11.
- 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 LAHSA or a subcontract with a LAHSA contractor, and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LAHSA 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 LAHSA. 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.

2. Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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.

3. Consideration of Hiring GAIN-GROW 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. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

4. Contractor Responsibility and Debarment

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Non-Responsible Contractor

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

D. Contractor Hearing Board

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.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

5. 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 F-1, Attachment 2.

6. 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.

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

- A. 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.
- B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance with Los Angeles County Code Chapter 2.206.

8. 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 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" subsection 9 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.

9. 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.

10. Data Destruction

Contractors and subcontractors that have maintained, processed, or stored County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. LAHSA must receive within ten (10) business days, a signed document from Contractor(s) and subcontractors that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Contractor and subcontractors shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor and subcontractors shall provide LAHSA with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

11. Internal Revenue Service No. 1015

Contractor shall comply with the terms of Internal Revenue Service No. 1015, set forth in Attachment 1 to these County of Los Angeles Terms & Conditions, Exhibit F

**Exhibit F, County of Los Angeles Terms & Conditions
Attachment 1
Internal Revenue Service No. 1015**

<https://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

**How Will My Employees Know if They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
Cat. No. 205991

CITY OF LOS ANGELES TERMS AND CONDITIONS

RECITALS

WHEREAS, the City of Los Angeles (City) designated the Los Angeles City Housing and Community Investment Department (“HCIDLA”) to provide for the proper planning, coordination, direction and management oversight of the City’s homeless programs as described in the City’s grant agreement(s) with the Grantor and certain projects funded by the City;

WHEREAS, HCID cooperates with LAHSA in carrying out certain functions and programs and executed an agreement, dated October 22, 2020, as authorized by the City Council and the Mayor (refer to Council File Number 20-0841 approved September 9, 2020 and September 18, 2020, respectively; Council File 20-0687 approved September 2, 2020 and September 9, 2020, respectively), that authorized the General Manager of HCID to prepare and execute a funding agreement as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with funding from the City of Los Angeles as specified in Exhibit C, Program Budget and Services;

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Attachment 1 - Insurance Requirements for City of Los Angeles*

***This exhibit is located at the following Internet hyperlink: <https://www.lahsa.org/contracts> and incorporated herein by reference.**

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to Contractor. In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California. If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of Contractor by the person or persons authorized to bind Contractor;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the

party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events"). Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier. In the event Contractor's delay or failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At City's sole discretion, City may suspend any or all services provided under this Contract by providing Contractor with written notice of suspension. Upon receipt of the notice of suspension, Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to City until City gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

City may terminate this Contract for City's convenience at any time by providing Contractor thirty days written notice. Upon receipt of the notice of termination, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect the termination. Thereafter, Contractor shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Contractor agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Contractor period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the written notice of the default. City's default notice will indicate whether the default may be cured and the time default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by City, then City may terminate this Contract due to Contractor's breach of this Contract.

2. If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. Contractor shall not recommence performance until Contractor is fully insured and in compliance with City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

4. If engages in any dishonest conduct related to the performance or administration of this Contract Contractor or violates City's laws, regulations or policies relating to lobbying, including violation of the City's Lobbying Ordinance, then City may immediately terminate this Contract. See Conditions Precedent, Exhibit B.

5. Acts of Moral Turpitude

a. Contractor shall immediately notify City if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.

c. If Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Contractor an opportunity to present evidence of Contractor's ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Contractor.

6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

Contractor is an independent contractor and not an agent or employee of City. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City.

PSC-11. Contractor's Personnel

Unless otherwise approved by City, Contractor shall use its own employees to perform the services described in this Contract. City has the right to review and approve any personnel who are assigned to work under this Contract. Contractor shall remove personnel from performing work under this Contract if requested to do so by City. Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of City. If City permits the use of Subcontractors, Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. City has the right to approve Contractor's Subcontractors, and City reserves the right to request replacement of any Subcontractor. City does not have any obligation to pay Contractor Subcontractors, and nothing herein creates any privity of contract between City and any Subcontractor.

PSC-12. Assignment and Delegation

Contractor may not, unless it has first obtained the written permission of City:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor performance of this Contract. Contractor shall immediately notify City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract.

PSC-14. Claims for Labor and Materials

Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, Contractor shall maintain valid Business Tax Registration Certificate(s) as required by City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by City. These records shall

be retained for a period of no less than three years from the later of the following: (1) final payment made by City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized City personnel or City's representatives at any time. Contractor shall provide any reports requested by City regarding performance of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision. In lieu of retaining the records for the term as prescribed in this provision, Contractor may, upon City's written approval, submit the required information to City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law Contractor under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of City's actual or intended use of any Work Product (as defined in PSC-21) furnished by Contractor, or its Subcontractors, under this Contract. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of City for its use in any manner City deems appropriate. Contractor hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein. Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled. For all Work Products delivered to City that are not originated or prepared by Contractor or its Subcontractors under this Contract, Contractor shall secure a grant, at no cost to City, for a non-exclusive perpetual license to use such Work Products for any City purposes. Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City. Any subcontract entered into by Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of Contractor discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

B. If City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting Contractor's obligation to indemnify, hold harmless and defend City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Attachment 1 hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

Contractor shall comply with all Insurance Contractual Requirements shown in the Agreement and Attachment 1 to these City of Los Angeles Terms & Conditions, Exhibit F. Also see Conditions Precedent, Exhibit B.

PSC-24. Best Terms

Throughout the term of this Contract, Contractor shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time. See Conditions Precedent, Exhibit B.

A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision. See Conditions Precedent, Exhibit B.

PSC-29. Service Contractor Worker Retention Ordinance

Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

Contractor represents and certifies that:

- A. Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. Contractor shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law. Contractor understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. See Conditions Precedent, Exhibit B.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. Contractor shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through BAVN. Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of CITY.

PSC-33. Slavery Disclosure Ordinance

Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision. See Conditions Precedent, Exhibit B.

PSC-34. First Source Hiring Ordinance

Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision. See Conditions Precedent, Exhibit B.

PSC-35. Local Business Preference Ordinance

Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit," See Conditions Precedent, Exhibit B.

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected City office, Contractor, Contractor's principals, and Contractor's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by City. Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at Contractor’s sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests

Tax Rights granted to Contractor by City may create a possessory interest. Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, Contractor shall pay the property tax. Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to Contractor by City or developed by Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC – 44. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. City’s Additional Remedies

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

PSC – 46. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

PSC – 47. Work Not in Scope of Services

Contractor shall immediately notify HCID in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Section 202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

PSC - 48. Shelter and Housing Habitability

Contractor shall comply with the following operational and habitability standards:

A. Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state and local government for safety, sanitation, and privacy standards, as applicable. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

1. Structure and Materials. The shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.
2. Access. Contractor shall comply with §504 of the Rehabilitation Act (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8; Fair Housing Act (42 U.S.C. §3601, et. Seq.), and implementing regulations at 24 C.F.R. Part 35, where applicable.
3. Space and Security. Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for their person and their belongings. Each room or space must have at least one bedroom or living/sleeping room for every two (2) persons. If there are children of opposite sex, other than very young children, they may not be required to occupy the same room or space. Should the number of program participants change during their time in the program, Contractor may relocate them to a more appropriately sized room or space in compliance with 24 C.F.R. § 578.75(c)(1)(2).

4. Interior Air Quality. Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that may threaten or harm the health of residents.
 5. Water Supply. The shelter or housing structure's water supply must be free of contaminants.
 6. Sanitary Facilities. Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
 7. Thermal Environment. The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.
 8. Illumination and Electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
 9. Food Preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 10. Sanitary Condition. The shelter or housing structure and any equipment must be maintained in a sanitary condition.
 11. Fire Safety. There must be at least one working smoke detector in each occupied unit of the sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.
- B. Operational Standards Habitability Standards for Emergency Shelters, Transitional Housing and Permanent Housing in compliance with 24 C.F.R. § 578.75(b)(1)(2).

PSC - 49 Inventions, Patents and Copyrights

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights,

- A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to LAHSA. LAHSA shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between LAHSA and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 et seq. (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and LAHSA shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE

This Agreement is funded in part with federal “pass through” funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, LAHSA may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where LAHSA has agreed in a signed writing to accept a license, LAHSA shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

3. For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. “Works” does not include articles submitted to peer review or reference journals or independent research projects.

4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of LAHSA’s Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of LAHSA’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of LAHSA. Except as otherwise set forth herein, neither Contractor nor LAHSA shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to LAHSA, Contractor agrees to abide by all license and confidentiality restrictions applicable to LAHSA in the third-party’s license agreement.

5. Contractor agrees to cooperate with LAHSA in establishing or maintaining LAHSA's exclusive rights in the Intellectual Property, and in assuring LAHSA's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to LAHSA all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or LAHSA and which result directly indirectly from this Agreement or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

7. Contractor further agrees to assist and cooperate with LAHSA in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce LAHSA's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to LAHSA, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of LAHSA or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to LAHSA to any work product made, conceived, derived from or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement.

2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from LAHSA.

I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to LAHSA a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to LAHSA, without additional compensation, all its rights, title and interest in and to such inventions and to assist LAHSA in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining LAHSA's prior written approval; and (ii) granting to or obtaining for LAHSA's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and LAHSA determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to LAHSA.

K. Warranties

1. Contractor represents and warrants that:

a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to LAHSA in this Agreement.

e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

2. LAHSA makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless LAHSA and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of LAHSA's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. LAHSA reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against LAHSA.

2. Should any Intellectual Property licensed by the Contractor to LAHSA under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve LAHSA's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to LAHSA. LAHSA shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for LAHSA to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, LAHSA may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3. Contractor agrees that damages alone would be inadequate to compensate LAHSA for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges LAHSA would suffer irreparable harm in the event of such breach and agrees LAHSA shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

PSC - 50 Subcontract and Procurement

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
2. Subcontracts entered into in the performance of this Agreement shall:
 - a. Be subject to the terms and conditions set forth in this Agreement. LAHSA may require incorporation of the applicable provisions in a written agreement.
 - b. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
 - c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to LAHSA for approval prior to execution.
4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to LAHSA upon written request.
5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.
6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) and LAHSA to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include LAHSA mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
 - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
 - b. Responsibilities:
 - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
 - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

(b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify LAHSA and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing <https://www.sam.gov/SAM/>. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

- i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
- ii. Develop a standard worksheet or check-list for determining responsiveness of each proposal;
- iii. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
- iv. Prepare an analysis of costs to verify allowability and to determine reasonableness;
- v. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
- vi. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
- vii. Identify policy and process by which selection of awardee(s) will be made; and
- viii. Provide an opportunity for bidders to appeal staff recommendations.

Items i-iii should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from LAHSA for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles, or LAHSA has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future LAHSA funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

- (i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
- (ii) Procure or obtain, extend or renew a contract to procure or obtain;
- (iii) Enter into a contract (or extend or renew a contract) to procure; or
- (iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, LAHSA/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) LAHSA/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in LAHSA/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If LAHSA/Contractor agency determines that a grant or sub-grant shall be made to a “high-risk” contractor or subcontractors, then special funding restrictions that address the “high-risk” status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

- (a) Use of reimbursements rather than advances or payment upon completion of the project;
- (b) Requiring additional and/or more detailed financial or performance reports;
- (c) Additional monitoring;
- (d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
- (e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If LAHSA/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

- (a) The nature of the funding restriction(s);
- (b) The reason(s) for imposing them;
- (c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
- (d) The method of requesting reconsideration of the restrictions imposed; and
- (e) Additional prior approvals.

f. City Code of Conduct or LAHSA Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §5045 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to LAHSA evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
\$10,001 to \$250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over \$250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

- (v) Any or all bids may be rejected if there is a sound documented reason.
- (vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.
- (d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

- (i) All contracts must contain at a minimum the following provisions:
 - i. Specific deliverables and the basis for payment;
 - ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

- iii. Provisions that describe remedies for breach;
- iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
- v. Provisions for termination for cause and convenience;
- vi. Access to records for audit purposes;
- vii. Audit requirements;
- viii. Provisions for payment and delivery;
- ix. Provisions describing contract amendment procedures;
- x. Provisions against assignment;
- xi. Provisions for equal opportunity and non-discrimination;
- xii. Provisions prohibiting conflicts of interest.

(g) Competition

(1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated companies;
- (iv) Noncompetitive contracts to consultants that are on retainer contracts;
- (v) Organizational conflicts of interest;
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

(2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

LAHSA and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

**Exhibit F, City of Los Angeles Terms & Conditions
Attachment 1**

**Insurance Requirements for City of Los Angeles
Located at the following internet hyperlink:**

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

**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)
TERMS AND CONDITIONS**

WHEREAS, the State of California established programs to support homeless services through its Business, Consumer Services and Housing Agency (BCSH);

WHEREAS, and LAHSA and the State of California's BCSH executed funding agreement number 20-HHAP-00100 on or about September 16, 2020 for allocated funds for uses consistent with the Health and Safety Code Section 50219, subdivision (c)(1) - (8) in the Los Angeles Continuum of Care;

WHEREAS, the City of Los Angeles established the Homeless Housing, Assistance and Prevention Program (HHAP), funded in the Los Angeles City Housing and Community Investment Department (HCID) budget by the State of California pursuant to its HHAP Program;

WHEREAS, the County of Los Angeles has provided HHAP funds to LAHSA via The Operating Agreement between Los Angeles County and LAHSA as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA and HCID entered into agreement C-135650 for the provision of homeless services with HHAP funds from the State of California as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with HHAP funding from the State of California or from the City of Los Angeles or from Los Angeles County, as as specified in Exhibit C, Program Budget and Services;

//
//

1. Services to be Provided by Contractor

Contractor shall ensure that it and any of its subcontractors ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City and that their income does not exceed applicable federal income guidelines for very low, low and moderate-income persons, making them eligible for services.

2. Compensation

Any housing-related activities funded with HHAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

All proceeds from any interest-bearing account established by the Contractor for the deposit of HHAP funds, along with any interest-bearing accounts opened by subcontractors to the Contractor for the deposit of HHAP funds, must be used for HHAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes.

3. Minimum Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

- A. **Structure and Materials.** There should be a Certificate of Occupancy and the shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.
- B. **Access.** All facilities shall be maintained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., its implementing regulations at 24 CFR Part 8, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) Pub. L. 110-325 and all subsequent amendments; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40; §504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and implementing regulations at 24 CFR Parts 8 and 9; the Emergency Solutions Grant shelter and housing standards found at 24 CFR Part 576.403 and the Lead-Based Paint Poisoning Prevention Act; and the Fair Housing Act, 42 U.S.C. §3601 et seq.. its implementing regulations at 24 CFR Parts 100, 103, and 104.
- C. **Lead-Based Paint Requirements.** The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the HHAP program and all housing occupied by program participants. All HHAP sub-recipients are required to conduct a Lead-Based Paint inspection on all units receiving assistance under the rapid re-housing and homelessness prevention components if the unit was built before 1978 and a child under age of six or a pregnant woman resides in the unit.
- D. **Space and security.** Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- E. **Interior air quality.** Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- F. **Water supply.** The shelter or housing structure's water supply must be free of contamination.
- G. **Sanitary facilities.** Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- H. **Thermal environment.** The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.

- I. Illumination and electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
- J. Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- K. Sanitary conditions. The shelter or housing structure and any equipment must be maintained in a sanitary condition.
- L. Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter or housing structure. Where possible, smoke detectors must be located near sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include but are not limited to laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.

4. Property or Facility Leases

- A. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which allows LAHSA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event LAHSA terminates the Contractor's Agreement or Contractor abandons the lease.
- B. All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor or their subcontractor, paid for with HHAP funds, inures to the benefit of LAHSA, and LAHSA may elect, at its sole option, to remove such improvements.
- C. It is recommended that Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by \$500,000 or more from the previous calendar year, the lessee may terminate the lease with 120 calendar days' written notice.
- D. A copy of all leases and lease amendments must be reviewed and approved by LAHSA prior to signature and be on file with LAHSA prior to the release of cash.
- E. Contractor shall not sublease, assign, or amend in any manner leases paid for with HHAP funds without prior written LAHSA approval. Contractor shall invoice for only that portion of the lease cost that is allocated to HHAP programs. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

5. Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' LAHSA may terminate this Agreement at any time if LAHSA determines that Contractor failed to fully and accurately disclose all Contracts and Sponsorship of the National Rifle Association.

Exhibit G
LAHSA Homeless Programs Grievance Resolution Appeal Form
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

**Exhibit H
Letter of Intent
(on next page)**

**Agreement Number: 2021ABA13
Contract Name: The People Concern**



Heidi Marston
Executive Director

Board of Commissioners

Wendy Greuel
Chair

Jacqueline Waggoner
Vice Chair

Kelli Bernard

Sarah Dusseault

Noah Farkas

Mitchell Kamin

Lawson Martin

Irene Muro

Booker Pearson

Kelvin Sauls

**Administrative
Office**

707 Wilshire Blvd.
10th Floor
Los Angeles, CA 90017

213 683.3333 - PH

213 892.0093 - FX

213 553.8488 - TY

6/29/2021

Via Electronic Mail
The People Concern
2116 Arlington Ave, Suite 100
Los Angeles, CA 90018
jmaceri@thepeopleconcern.org

Re: Letter of Intent, initial funding allocations for Fiscal Year 2021 – 2022

Dear John Maceri:

LAHSA is pleased to inform you of LAHSA's intent to allocate funding for the 2021-2022 Fiscal Year as indicated in the following page, contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders. The contracts represent intended allocations for particular program activities (each, a "component").

Please note that the contract(s) identified in this letter of intent have an "Allocation Reference Number." Once entered into LAHSA's Enterprise Grants Management System (EGMS), a contract number will be assigned to each contract. You can access these contract(s) in EGMS under the contract number(s).

Attached to this letter, please find the following documents related to the intended allocations:

- Letter outlining LAHSA's timeline and processes regarding Fiscal Year 2021-2022 funding allocations.
- Budget Detail Template: Completing this template will assist as you enter budget information into LAHSA's Enterprise Grants Management System (EGMS) upon activation of your award(s).

If you have questions about your allocations, please direct your inquiries to fundingandallocations@lahsa.org.

Please expect component-based contract(s) in the upcoming weeks as indicated in the table above.

Sincerely,

Brandon Arnold

Brandon Arnold
Contracts Specialist
brandona@LAHSA.org

New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of People or Households to be Served	Funding Rate	Allocation	Funder	Funding Source		
2021SSHNA06	2017CESSAY17	The People Concern	Housing Navigation	Housing Navigation Individual Adults	Adults	7	Slots	231	231	\$2,250.00	\$518,864	STATE	CoC HHAP		
2021SSHNA12	2017CESSAY02	The People Concern	Housing Navigation	Housing Navigation Individual Adults	Adults	8	Slots	73	73	\$2,250.00	\$164,410	COUNTY	Measure H E7		
New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Project Name (if Applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of People or Households to be Served	Funding Rate	Allocation	Funder	Funding Source	
2021PDDPA05	2017CESSAY17	The People Concern	Prevention & Diversion	Prevention Program - Individual Adults	Path SPA 8 CES 2016	Individual Adults	8	slots	61	61	\$6,285.00	COUNTY	Measure H A5		
2021PDDPA08	2017CESSAY02	The People Concern	Prevention & Diversion	Prevention Program - Youth	Coordinated Entry Program - Individual and TAY for SPA 1	Youth	1	slots	5	5	\$6,285.00	COUNTY	Measure H A5		
New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Project Name (if Applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of Households to Be Served	Funding Rate	Funding Period	Allocation	Funder	Funding Source
2021RRHIA14	CESSAY17	The People Concern	Rapid Re-Housing (RRH)	RRH non-CoC Individual Adults	RRH HIC Transfer for SPA 4	Individual Adults	4	Slots	19	19	\$23,455	\$ 447,082.56	STATE	CoC HHAP-1	
2021RRHIA14	2017CESSAY17	The People Concern	Rapid Re-Housing (RRH)	RRH non-CoC Individual Adults	CES Community Plan SPA 4	Individual Adults	4	Slots	210	210	\$23,455.00	\$ 4,918,449.85	COUNTY	Measure H B3	
2021RRHIA15	2017CESSAY02	The People Concern	Rapid Re-Housing (RRH)	RRH non-CoC Individual Adults	OPCC Integrated Srvs Prgrm	Individual Adults	5	Slots	8	8	\$23,455.00	\$ 1,76,453.00	COUNTY	Measure H B3	
2021RRSRMA	2017CESSAY17	The People Concern	Supportive Services	Skid Row Move-In Assistance		Individual Adults	4	Slots	90	90	5,202.00	\$ 468,213.00	CITY	City HHAP-1	
New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Project Name (if Applicable)	Sub-Population	SPA	Allocation	Funder	Funding Source					
2021SSRP02	2017CNGFH195	The People Concern	Supportive Services	Rep Payee	Organizational Representative Payee	Adults	All	\$ 300,000.00	COUNTY	Measure H E7					

New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of People or Households to Be Served	Funding Rate	Funding Period	Allocation	Funder	Funding Source
2021CHA18	2017CBH05	The People Concern	Crisis Housing	Crisis Housing Adults	Lamp Community Crisis Housing for Indiv Program	Individual Adults	4	Beds	Beds	20	60	\$40.00	365	\$292,000.00	COUNTY	Measure H E8
2021CHA23	2017CESSAY02	The People Concern	Crisis Housing	Crisis Housing Adults	TPC Integrated Srvcs Prgrm	Individual Adults	5	Beds	Beds	6	18	\$40.00	365	\$87,600.00	County	Measure H E8
New Contract Number	Old Contract Number	Provider	HMIS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of People or Households to Be Served	Funding Rate	Contract Term	Funding Source	FY 21-22 Total Allocation	Funder	Funding Source
2021CIPHA07	2020PHK46	The People Concern	Project Homekey	Best Inn-Molly	Adults	4	Units	22	22	22	\$85.00	365	\$901,356	City	City ESG-CV	
2021CIPHA11	2020PHK46	The People Concern	Project Homekey	Maison PHK S8 LAX- The Layover PHK	Adults	5	Units	43	43	43	\$85.00	365	\$1,488,172	City	City ESG-CV	
New Contract Number	Old Contract Number	Provider	HMIS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	Contract Term	Allocation	Funding Source	Funding Source			
2020PRK41	2020PRK41	The People Concern	Project Roomkey Operations	City PRK - Shelter Hotel	Individual Adults	46	Units	\$45.00	\$45.00	62	\$128,340.00	City HHAP-1	City			
2020PRK42	2020PRK42	The People Concern	Project Roomkey Operations	City PRK - Hotel	Individual Adults	45	Units	\$45.00	\$45.00	24	\$48,600.00	City HHAP-1	City			
New Contract Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	Project Name (if applicable)	Sub-Population	SPA	Unit of Measure (Beds/Units, etc.)	Unit of Measure (Beds/Units, etc.)	Beds/Units/Slots	# of People or Households to Be Served	Funding Rate	Funding Period	Allocation	Funder	Funding Source
2021ABA13	2017BTH103	The People Concern	Bridge Housing	A Bridge Home - Individual Adults	Lot 5 Emergency Shelter Project	Individual Adults	4	Beds	Beds	45	63	\$60.00	294	\$793,800.00	City	County Service Commitment Funds
2021ABA13	2017BTH103	The People Concern	Bridge Housing	A Bridge Home - Individual Adults	Lot 5 Emergency Shelter Project	Individual Adults	4	Beds	Beds	45	2	\$10.00	54	\$24,300.00	City	County Service Commitment Funds
2021ABA13	2017BTH103	The People Concern	Bridge Housing	A Bridge Home - Individual Adults	Lot 5 Emergency Shelter Project	Individual Adults	4	Beds	Beds	45	1	\$10.00	17	\$7,650.00	STATE	CoC HHAP-1
2021ABA13	2017BTH103	The People Concern	Bridge Housing	A Bridge Home - Individual Adults	Lot 5 Emergency Shelter Project	Individual Adults	4	Beds	Beds	45	13	\$50.00	71	\$159,750.00	COUNTY	Measure H E8
2021BHA08	2017BH13	The People Concern	Bridge Housing	Bridge Housing - Individual Adults	Lamp Community Reserved Crisis Housing Program	Individual Adults	4	Beds	Beds	20	35	\$50.00	365	\$365,000	City	City General Funds

2021BHA08	2017CBH05	The People Concern	Bridge Housing	Bridge Housing - Individual Adults	Individual Adults	4	Individuals	Lamp Community Crisis Housing for Individual Program	10	18	\$50.00	365	\$182,500.00	COUNTY	Measure HE8
2021BHA09	2017CESSAY02	The People Concern	Bridge Housing	Bridge Housing - Individual Adults	Individuals	5	Individuals	OPCC Integrated Serves Prigm	3	5	\$50.00	365	\$54,750.00	COUNTY	Measure HE8
2021PEI02	2017CESSAY02	The People Concern	Bridge Housing	Bridge Housing for Persons Exiting Institutions - Individual Adults	Individuals	5	Individuals	OPCC Integrated Serves Prigm	6	11	\$50.00	365	\$109,500.00	COUNTY	Measure HB7
2021BHA10	2019CBH98	The People Concern	Bridge Housing	Bridge Housing - Individual Adults	Individuals	1	Individuals	Kensington Bridge Housing Capital Project	52	91	\$50.00	365	\$949,000.00	STATE	CoC HHAP-1
2021EBOA06	2019CBH98	The People Concern	Bridge Housing	Enhanced Bridge Housing for Older Adults	Adults	1	Adults	Kensington Bridge Housing Capital Project	31	54	\$60.00	365	\$678,900.00	STATE	CoC HHAP-1
2021EBW04	2019CBH98	The People Concern	Bridge Housing	Enhanced Bridge Housing for Women	Adults	1	Adults	Kensington Bridge Housing Capital Project	30	53	\$60.00	365	\$657,000.00	STATE	CoC HHAP-1
Allocation Reference Number	Old Contract Number	Provider	Component/Sub-Component	HMIS/SRS Program Name	SRS Supplement	Sub-Population	SPA	FTE Funding Rate	Funded FTE	Unit of Measure	Beds/Units/lots	Funding Rate	Allocation	Funder	
2021PDPSA18	2017CESSAY02	The People Concern	Prevention / Diversion	Problem Solving - Individual Adults		Individual Adults	5	75,000.00	1	N/A		n/a	\$75,000	STATE	
2021PDPSA18	2017CNEG03 or 2020AC100?	The People Concern	Prevention / Diversion	Problem Solving - Individual Adults		Individual Adults	5	75,000.00	1	Slots	9	\$2,900.00	\$100,000	STATE	
2021PDPSA10	2017CESSAY17	The People Concern	Prevention / Diversion	Problem Solving - Individual Adults		Individual Adults	4	\$75,000	2	N/A		n/a	\$175,000	STATE	
2021PDPSA10	2017CESSAY17	The People Concern	Prevention / Diversion	Problem Solving - Individual Adults		Individual Adults	4	\$75,000	2	N/A		n/a	\$125,000	STATE	

Exhibit I
LAHSA Contractor's Accounting Handbook
Located at the following internet hyperlink: <https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit J
Safe Surrender Baby Law
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit K
Contractor's Equal Employment Opportunity (EEO) Certification
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>
(Contractor, please sign)

Agreement Number: 2021ABA13
Contract Name: The People Concern

Contractor's EEO Certification

The People Concern

Contractor Name

2116 Arlington Avenue, Suite 100, Los Angeles, CA 90018

Address

Internal Revenue Service Employer Identification Number: 95-6143865

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

John Maceri, Chief Executive Officer

Authorized Official's Printed Name and Title


Authorized Official's Signature

9-14-2020
Date

Exhibit L
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit M
Participant Termination and Grievance Policies and Procedures
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

**Exhibit N
Intentionally Omitted**

**Agreement Number: 2021ABA13
Contract Name: The People Concern**

Exhibit O
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

**Exhibit P
Intentionally Omitted**

**Agreement Number: 2021ABA13
Contract Name: The People Concern**

Exhibit Q
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

**Exhibit R
Intentionally Omitted**

**Agreement Number: 2021ABA13
Contract Name: The People Concern**

Exhibit S
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit T
Intentionally Omitted

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit U
Housing Protections Under the
Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care (“VAWA”)
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit V
Equal Access Policy
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit W
2021-22 LAHSA Facility Standards
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit X
2021-22 LAHSA Program Standards
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit Y
LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit Z
Fraud Hotline Fact Sheet
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern

Exhibit AA
Fraud Hotline Poster
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: 2021ABA13
Contract Name: The People Concern






PRESENTING 2021ABA13_The People Concern_A Bridge Home Individual Adults (1)

Final Audit Report

2021-07-23

Created:	2021-07-23
By:	Brandon Arnold (barnold@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV3j1wIBO3JEIgbLmKs-hYJ96HIP2gSU

"PRESENTING 2021ABA13_The People Concern_A Bridge Home Individual Adults (1)" History

-  Document created by Brandon Arnold (barnold@lahsa.org)
2021-07-23 - 2:51:43 AM GMT- IP address: 75.140.110.95
-  Document emailed to Eliza Donay (edonay@lahsa.org) for signature
2021-07-23 - 2:53:28 AM GMT
-  Email viewed by Eliza Donay (edonay@lahsa.org)
2021-07-23 - 2:39:26 PM GMT- IP address: 45.51.100.200
-  Document e-signed by Eliza Donay (edonay@lahsa.org)
Signature Date: 2021-07-23 - 2:42:36 PM GMT - Time Source: server- IP address: 45.51.100.200
-  Agreement completed.
2021-07-23 - 2:42:36 PM GMT

PRESENTING 2021ABA13_The People Concern_A Bridge Home Individual Adults (1) - signed

Final Audit Report

2021-07-29

Created:	2021-07-23
By:	Brandon Arnold (barnold@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJIBuBfRnvvsA2TV3eSGkB-NFllm-6oVC

"PRESENTING 2021ABA13_The People Concern_A Bridge Home Individual Adults (1) - signed" History







-  Document created by Brandon Arnold (barnold@lahsa.org)
2021-07-23 - 4:37:27 PM GMT- IP address: 75.140.110.95
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2021-07-23 - 4:39:24 PM GMT
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2021-07-23 - 4:42:31 PM GMT- IP address: 198.24.214.2
-  Email sent to Shalon Zeferjahn (szeferjahn@lahsa.org) bounced and could not be delivered
2021-07-23 - 4:50:11 PM GMT
-  Document e-signed by John Maceri (jmaceri@thepeopleconcern.org)
Signature Date: 2021-07-29 - 11:03:45 PM GMT - Time Source: server- IP address: 198.24.214.2
-  Agreement completed.
2021-07-29 - 11:03:45 PM GMT

EXHIBIT C

LAHSA Facility Standards



The Facility Standards (FS) apply to all LAHSA funded contracts for all populations. The system component Scope of Required Services (SRS) documents will contain contractual requirements specific to the component you are contracted to provide. The Facility Standards, Program Standards, Practice Standards, SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, comprise the entire Statement of Work for the system component being contracted.

FACILITY STANDARDS

The Facility Standards are supplemental requirements in addition to the CES Policy Council Approved Universal Interim Housing Practice Standards that are specific to LAHSA funded contracts. All program sites or facilities that provide supportive services must adhere to these standards. These additional requirements have been identified to ensure the health, safety, and program fidelity for all participants of LAHSA funded programming.

In addition to these standards, please reference the following materials:

- Los Angeles County Code: <http://file.lacounty.gov/SDSInter/bos/supdocs/128791.pdf>
- The Los Angeles City & County Interim Housing Minimum Practice Standards
- 2010 ADA Standards for Accessible Design:
<https://www.ada.gov/regs2010/2010ADASTandards/Guidance2010ADASTandards.htm>

NOTE: The guidelines below are specific to LAHSA and agencies should ensure compliance with additional applicable City, County and Federal requirements or guidelines. The guidelines set forth in the Facility Standards are established to provide minimum safety criteria for all persons in LAHSA funded programs.

SYSTEM COMPONENT OVERVIEW

The goal of the Coordinated Entry System (CES) is to create a consistent approach to access and delivery of homeless services within Los Angeles. All contracts that include supportive services are considered a system component; the following is a list of system components, that however, is not an exhaustive list: Access Centers, Bridge Housing, Crisis Housing, Homeless Prevention, Housing Location, Housing Navigation, Outreach, Permanent Supportive Housing, Rapid Re-housing, and Transitional Housing.

FACILITY REVIEWS

Facility reviews are conducted to ensure that each site is providing optimal care to participants and sites are adhering to contractual requirements outlined in the Statement of Work. Facility reviews will be conducted on bi-annual or annual frequencies. Determination of the frequency is dependent on the system component of the contract. LAHSA intends to provide at least 24 hours in advance before a site inspection. However, if extenuating circumstances arise or if it is part of the scheduled routine inspections by the Department of Public Health – Environmental Health unit (DPH – EH), LAHSA or DPH – EH may go unannounced. If the site is funded by any other system partner (i.e. Healthy Agency), LAHSA and the other funder reserves the right to conduct a joint review of the facility.

FACILITY CONDITIONAL APPROVALS

Facilities/sites that have a conditional approval status must be “program ready” to operate the contracted functions of the statement of work at the site. LAHSA defines “Program Ready” as the site having the resources and infrastructure in place to start operations per LAHSA’s requirements and verified by LAHSA personnel. For contractors that have received a conditional award due a proposed site not being program ready, the contractor will be given two (2) months to make corrections from the time of award announcement. If the site is not program ready by the two (2) months mark, LAHSA reserves the right to reassess the conditions of their proposal and conditional award.

SUBCONTRACTOR FACILITY REVIEW APPROVALS

If LAHSA's primary/direct contractor chooses to subcontract a service component, it is the responsibility of the primary contractor to review their own subcontractor sites at least twice annually, with the LAHSA Practice Standards Monitoring Tool and it must be submitted in MyOrg prior to subcontractor approval. In addition, if LAHSA's primary/direct contractor is requesting approval of a subcontractor, the primary/direct contractor will need to submit a facility review along with the appropriate documentation and pictures within the LAHSA subcontractor approval process. A LAHSA primary/direct contractor must not operate a facility (a proposed new site for a current contract or a subcontractor site) until they receive approval from LAHSA that the proposed site is approved. In addition, LAHSA reserved the right to conduct a site review of a subcontractor.

FACILITY GUIDELINES

1. FACILITY POSTINGS

- 1.1. Program rules must be posted in plain sight in a common area. Program rules must not be more than one (1) page double sided.
- 1.2. Grievance procedures must be posted in plain sight in a common area and meet the standards identified within the contract.
- 1.3. A Civil Rights poster must be posted in a common area within the facility.

2. GENERAL FACILITY

- 2.1. The exterior of the facility must be clean and clear of debris. The exterior of the facility must not have trash and debris out in the open.
- 2.2. There must be no signs of electrical hazards such as loose or exposed wiring
- 2.3. In case of construction, renovations or moving, the area that is affected must, at least, have some type of barrier around the site to ensure safety.
- 2.4. The interior of the facility must not have visible cracks, holes, or leaks (water damage) on walls, floors, or ceilings.
- 2.5. The interior of the facility must be clean and maintained in a sanitary condition.
- 2.6. The interior walkways must be clear of obstacles and debris for easy in and out access for anyone.
- 2.7. The facility must have a natural or mechanical means of ventilation.
 - 2.7.1. If there is no thermostat that controls the temperature of the facility, there must be other means to provide necessary heating/cooling to ensure there is a working ventilation system.
 - 2.7.2. If there is a thermostat that controls the temperature of the facility, which is locked, staff must have access to it 24-hours a day.
- 2.8. There must be no mold or mildew on ceilings or walls.
- 2.9. The screens and frames of vents must not be rusted or broken and clear of dirt and debris.
- 2.10. Common areas must be welcoming for individuals from all backgrounds and, to the agency's ability, the site must be free from a significant number of religious artifacts.

- 2.11. **Family Site:** Stairways must have child guides and gates. If there are stairs in the common area of the facility, or if there are stairs to and from where participants sleep, there must be safety gates screwed in the walls at the top of the stairway.
- 2.12. **Family Site:** The facility must incorporate child-friendly decorations and materials, creating a safe and welcoming place for children and parent/guardians.
- 2.13. **Family Site:** The facility must provide a safe space for children to play with safe and age appropriate materials and toys.

Lighting/ Electrical

- 2.14. The facility must have adequate natural and/or artificial illumination to permit normal indoor activities and support the health and safety of the participants.
 - 2.14.1. All common areas, bathrooms, stairways and hallways within the facility must be well lit.
 - 2.14.2. All switches and light fixtures must be in good, working condition.
 - 2.14.3. There must be enough electrical outlets to permit safe use of essential electrical appliances.

Pest Control

- 2.15. The facility must be free of rodent and insect infestations.
- 2.16. The facility must have a pest control log which indicates frequency of fumigation.
- 2.17. All sites must have an inspection for rodents and insects by a certified pest control company. If an infestation is found, the agency must fumigate and make appropriate reasonable accommodations for the participants.

Health & Safety

- 2.18. There must be evacuation signs posted in all common areas which state that an exit is defined as an unobstructed path for exiting to a public way from any place in a building. Evacuation plan must have procedures and route assignments, such as floorplans, workplace maps, and safe or refuge areas, the plans must also indicate:
 - 2.18.1. All exits;
 - 2.18.2. Exits in case of fire;
 - 2.18.3. The location of the primary and secondary exits locations;
 - 2.18.4. Exits for those with mobility devices (must not be substantially different from the other exits, unless there are stairs in the facility);
 - 2.18.5. Location of first aid kit(s);
 - 2.18.6. Location of fire extinguisher(s);
- 2.19. If the site has security bars/gates on both the windows and the doors, these must be openable or removable from within the facility without the use of a key, tool, special knowledge, or effort.
- 2.20. Windows and doors must have locks, which are openable or removable from within the room/facility without the use of a key, tool, special knowledge, or effort.

- 2.21. Emergency numbers must be posted in all common areas, which are easily accessed and posted in a visible area in case of emergency.
- 2.22. The program must have some type of security protocol in place that outlines building security and safety for participants personal space and belongings.
- 2.23. The program must have a protocol in place for staff to monitor who is coming in and out of the program/site.
- 2.24. The Fire Extinguisher to square footage ratio must be 1/3000 sq./ft. Whatever the square footage is of the facility the number must be rounded up and never down (6,200 square feet = 3 Fire Extinguishers), or as directed by a fire service professional. We rather be too safe than not safe enough.
- 2.25. All fire extinguishers must be fully charged and labeled. Any time a fire extinguisher is used, it must be immediately replaced if it is a single use extinguisher, or recharged by a professional fire extinguisher servicing company, if it is rechargeable.
- 2.26. Fire extinguishers in the kitchen must be "ABC" multiuse, which can be used on all types of fires. The agency shall assure that portable fire extinguishers are subjected to annual maintenance checks by a certified fire protection company.
- 2.27. **For Interim Housing Sites:** There must be at least one (1) working battery operated or hard-wired smoke detector in each occupied unit or in an area of ten (10) beds or less.
- 2.28. There must be at least one (1) working battery operated or hard-wired smoke detector in each common area, including but are not limited to: laundry rooms, day care centers, hallways, stairwells, and other common areas.
- 2.29. Smoke detectors must be in all stairs and hallways and must be located on or near the ceiling and away from corners.
- 2.30. All First Aid kits must be full, and follow OSHA regulation standard 1910.151b, and OSHA/ANSI certified.
- 2.31. All first aid kits must be readily available for anyone in the facility. **Note:** if a participant needs an item from the first aid kit, they must know where the first aid kit is and have access to the resource with-or-without staff oversight.
- 2.32. There must be a designated place to store and/or refrigerate participant medication. Medication requiring refrigeration must be stored in a refrigerator in a stored container. Staff must ensure that medication not centrally stored be kept in a safe and locked place by the participant.

3. SANITARY FACILITIES

- 3.1. All sanitary facilities must be in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
- 3.2. All sanitary areas must have a log to identify when and by whom the restrooms were maintained.
- 3.3. There must be a restroom to participant ratio of one (1) toilet and wash area for every fifteen (15) participants.

- 3.4. All toilets and sinks must be maintained and kept in proper working order.
- 3.5. Restroom facility must contain a separate compartment with a door and walls or partitions that are sufficiently high to ensure privacy if there is more than one toilet in the restroom.
- 3.6. All bathrooms or stalls must have locks from the inside and ensure there is privacy.
- 3.7. Restrooms with mirrors must NOT have the following:
 - 3.7.1. Black spotting
 - 3.7.2. Cracks
 - 3.7.3. Chipping
- 3.8. For each individual shower unit, there must be a shower curtain and/or privacy partition.
- 3.9. Showers must have floor mats to prevent slipping/falling, inside and outside of the shower.
- 3.10. If participants need hygiene products, such as towels, soap, deodorant, toilet tissue, feminine hygiene products, the staff at the facility must make them available.

4. SLEEPING AREAS (SHELTERS ONLY)

- 4.1. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep, as well as adequate space and security for themselves and their belongings.
- 4.2. The sleeping area needs to comply with 2010 ADA standards. **Note:** The ADA requirement between beds is 36" apart.
- 4.3. The facility must provide sheets, blankets, towels, pillows, etc. for the participant and/ or household, when they are needed.
- 4.4. The sleeping area must be separate from the food storage and/or food preparation areas.
- 4.5. Participants must have access to private, locked spaces for their belongings.
- 4.6. There must be storage and/or closet space for participants to place their belongings.
- 4.7. The sleeping area must be free of bed bugs.
- 4.8. All sites must have a bed bug mitigation plan, which must include:
 - 4.8.1. How the staff plan to reduce the number of hiding places;
 - 4.8.2. How they plan to keep the facility clean from clutter;
 - 4.8.3. A schedule, of how they plan to wash and heat dry sheets, blankets, bedspreads;
 - 4.8.4. A schedule for regular inspections
- 4.9. Site inspection from a rodent/infestation professional must be conducted at least twice (2) a year.
- 4.10. All sites must have a facility maintenance plan that ensures a clean, safe, sanitary and serviceable facility. The plan must include the content and frequency of inspections.

- 4.11. A mitigation plan must be made if a site or unit needs to be shut down due to any issue, which would indicate how the program will facilitate participant service and notify LAHSA of any changes to the facility/program. If a unit must be closed for more than a week, LAHSA HMIS, Performance Analysis and Reports and Performance Management Units must be notified.
- 4.12. All sites must have a facility maintenance log, which indicates all maintenance performed or needed.

The following is the 2019 CES Policy Council Approved Universal Interim Housing Practice Standards.

If the CES Policy Council Approves a Revision, the most up to date revision is what will be monitored to.

2019 Los Angeles City & County

Interim Housing Minimum Service and Operations Practice Standards

INTERIM HOUSING OVERVIEW

Interim Housing is an intervention that provides people experiencing homelessness with temporary housing intended to resolve their immediate experience of unsheltered homelessness, to connect participants to permanent housing opportunities in their communities, and to provide various other services. Interim Housing, as defined by Los Angeles County, includes Crisis Housing, Winter/Seasonal Shelter, Bridge Housing, Recovery Bridge, Recuperative Care, Stabilization Housing, and Safe Haven programs (see Glossary for definitions).^{1,2}

INTERIM HOUSING PRACTICE STANDARDS

These Interim Housing Practice Standards establish minimum requirements for the operation of Interim Housing programs in Los Angeles City & County, to which such programs (formerly known as “emergency shelters” within Los Angeles County) shall adhere. This document is not intended to stand on its own and shall be read in conjunction with other funders’ contractual requirements. **Standards will be reviewed on an ongoing basis**, and may be amended to best reflect current best practice, priorities and stakeholder feedback.

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Appendix A – Glossary

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Appendix C – ADA Compliance

¹ Transitional Housing, while technically categorized as Interim Housing, will have separate Practice Standards developed.

² Augmented Winter Shelters are exempt from these standards.

1. PHILOSOPHY & DESIGN

Programs shall be required to serve all participants with a Housing First approach. The Housing First philosophy is based on the premise that stable housing is a critical determinant of health, education, employment, and other positive outcomes related to well-being. Housing First programs do not require any preconditions for admittance. Instead, the focus is on quickly moving people experiencing homelessness into permanent housing with needed services. In practice, this means that participants shall not be rejected or exited from Interim Housing due to lack of sobriety or income, or based on the presence of mental health issues, disabilities, or other psychosocial challenges.

Programs shall also ensure that a Harm Reduction approach is used in serving participants. Programs using Harm Reduction strategies work with participants to reduce the negative consequences of continued use of alcohol, drugs, or non-compliance with medications rather than establishing no-tolerance policies, or termination assistance based on a participants' inability to achieve sobriety or due to medication non-compliance. Program service strategies shall include all possible approaches to assisting participants in their efforts to reduce or minimize risky behaviors, while at the same time helping participants move into, and stabilize in, permanent housing. This approach has its limits, of course: Harm Reduction approaches are not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants or staff.

In addition to implementing a Housing First model which incorporates Harm Reduction techniques, all programs shall incorporate Trauma Informed Care into their delivery of services. Trauma Informed Care is an organizational structure and service framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care emphasizes physical, psychological, and emotional safety for participants, families, and service providers alike, and helps participants rebuild a sense of control, personal empowerment and reduce re-traumatization. In practice, Trauma Informed Care services account for trauma in all aspects of service delivery and prioritize the trauma survivor's safety, choice, and control. Trauma Informed Care services create and promote a culture of nonviolence, learning, and collaboration.

Programs shall develop and maintain a set of policies for educating and training program staff on Housing First, Harm Reduction strategies, and Trauma Informed Care.

2. SYSTEM COLLABORATION

1. Programs shall participate fully in the greater Los Angeles County homelessness assistance system, including the Los Angeles Coordinated Entry System (CES).
2. To ensure coordination with the CES, program staff shall participate in all relevant CES and SPA-level activities, including system and service coordination meetings.
3. Programs shall leverage resources through active collaboration with other programs that provide services to participants within their respective communities.
4. Programs funded by LAHSA shall accept referrals according to LAHSA Interim Housing Scope of Required Services.
5. Programs funded by the Los Angeles County Health Agency shall accept referrals at the direction of applicable Health Agency department.

6. Interim Housing programs in which the funder does NOT vet and refer the participants shall prioritize referrals for those who are the least likely to resolve their homelessness without assistance. This includes those with the most acute need of Interim Housing, specifically people who are unsheltered and/or identified for the program by an Outreach Coordinator or an Outreach Team.

3. ADMISSION, INTAKE, & ASSESSMENT

1. Programs shall not establish supplementary admission requirements or criteria in addition to those established by program funders.
2. Whenever possible, programs shall work to divert participants seeking program entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them. If resources are needed to successfully divert a person from entry into the homeless system, a referral shall be made to a CES Diversion/Prevention program (when available).
3. For participants the program is unable to divert,
 - a. programs shall confirm within HMIS that CES assessment tool has been completed.
 - b. If no tool has been completed, program staff shall complete or update the appropriate CES assessment tool (e.g. VI-SPDAT, Family-SPDAT, or Next Step Tool for Youth) as part of the intake and assessment process.³
4. Completion of CES assessment shall not be a barrier to program entry.⁴ If participant is unable to complete the CES assessment at time of entry, the participant shall be given an opportunity to complete the assessment as soon as possible if no other viable housing options are identified through diversion strategies.
5. Programs shall make an attempt to serve families intact regardless of family composition.
6. Programs shall pursue reasonable accommodations to better-serve all participants, including, but not limited to, ADA.
7. Programs shall ensure that participants are provided safe and adequate Interim Housing accommodations and services based on each participant's self-identified gender identity.
8. Programs shall ensure that intake and assessment practices take into account the safety, security, and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are referred to Interim Housing programs and/or are seeking Interim Housing services.
9. Programs shall develop and implement policies and procedures to ensure the continued confidentiality and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are admitted into the Interim Housing program.
10. During Intake, programs shall orient participants to all program guidelines and expectations.

4. CASE MANAGEMENT⁵

1. All programs shall provide Case Management services.
2. Case Management services shall include at least the following: An assessment of housing and service needs within seven days of admittance, the establishment of a Housing and Services Plan, and connections to community resources and opportunities.

³ Refer to Los Angeles County Coordinated Entry System assessment policies.

⁴ Refer to Los Angeles County Coordinated Entry System assessment policies.

⁵ Department of Public Health SAP-C Recovery Bridge beds are excluded from Case Management standard.

- a. Interim Housing programs operating temporary/seasonal programs (i.e. Winter Shelter or other cold/wet weather programs) shall offer Case Management services and Housing Stability Plans for all participants who have stayed seven or more consecutive days or by participant request.
3. Case Management shall coordinate all permanent housing activities with any additional Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
 - a. Interim Housing staff shall serve as point of contact for program participants, to maintain contact and facilitate communications with housing search and placement programs, property owners, property managers, landlords, etc., to assist participants with activities related to securing permanent housing placement.
4. Case Management shall make rapid connections to a broad continuum of resources and shall promote the participant's active involvement in their Housing and Services Plan while emphasizing the temporary nature of their stay in the Interim Housing program.
5. Case Management services shall always be voluntary and participant-centered. It is the responsibility of the Interim Housing program to offer these services as frequently as needed to support participants. Case Management services shall be offered no less than once a week or as required by the funder.
6. Programs shall provide space for the provision of Case Management. Such spaces shall ensure privacy and confidentiality, as well as safety and security, for both participant and program staff.

5. HOUSING & SERVICE PLANNING

1. Following Intake and Assessment, Case Managers shall develop Housing and Services Plans that focuses on finding permanent housing for each individual or family, and also provide supportive services in coordination with the participant and any Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
2. The Housing and Services Plan shall identify the participant's needs, goals, actions to be taken, and progress towards goals. The Housing and Services Plan shall ensure that participants' Interim Housing stay is as short as possible. Housing and Services Plans shall be updated as the participants' needs and/or goals change, and as steps are completed or updated.
3. Program staff shall continuously engage participants who do not progress on their plans or who are not willing to address Housing and Services Plan action steps. Continuous engagement shall be offered no less than once a week or as required by the funder.
4. Programs shall assist participants with a range of funded and leveraged activities that address the participants' goals (as stated in their Housing and Service Plans), including but not limited to:
 - a. Assistance obtaining identification and other documents that are required for securing permanent housing;
 - b. Enrollment in eligible mainstream resources (TANF, SSI/SSDI; health insurance, public benefits);
 - c. Connections to substance abuse, mental health, physical health, employment/vocational, educational services, legal assistance, money management, subsidized childcare, food resources as well as life skills coaching. Programs shall also make efforts to provide participants reasonable access to phone and transportation resources.
 - d. When a referral is made to any community service, case managers shall provide a warm handoff and a follow up to ensure the linkage has been made.

6. STAFF TRAINING

1. Programs shall establish and document a regular process for onboarding new staff and regularly update the training procedures for current staff.
2. Program trainings shall include a review of all Interim Housing program policies and procedures, including those discussed in these practice standards.
3. All Interim Housing staff shall receive training upon hire or upon request by funder and/or program management to ensure competency within the following core areas:
 - a. Program Operations;⁶
 - b. Effective interactions with participants;
 - c. Housing First & Low Barrier Practices;
 - d. Harm Reduction;
 - i. Overdose Prevention and Intervention
 - e. Trauma Informed Care, including Secondary Trauma;
 - f. Mental Health First Aid;
 - g. Non-Violent Crisis Intervention;
 - h. Stages of Change/Motivational Interviewing;
 - i. Equal Access Gender Identity Policy;
 - j. Emergency evacuation procedures (for single structure housing);
 - k. Domestic Violence & Safety Planning;
 - l. CPR, First Aid, & Communicable Disease procedures; and
 - m. Cultural Responsiveness (which shall be reflective of population and community served).
4. Certificates and other documentation that verify training attendance shall be maintained for each employee and documented in the employee's file.
5. Program staff considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
 - a. Programs must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.

7. PROGRAM OPERATIONS & ADDITIONAL SERVICE STANDARDS

7a. Program Operations

1. Hours of operations shall be made known to participants. Interim Housing programs shall accommodate participants who require supportive services during evening and weekend hours.⁷
2. Programs shall develop and implement a language access policy and procedure to ensure that all participants receive necessary program information according to their needs.⁸ The following components shall be included in the policy and procedure:
 - a. Strategies for meeting the needs of those with visual and/or hearing impairments; and
 - b. Written materials and program forms in languages that reflect the population being served.
3. Program shall accept all eligible participants with Service Animals per ADA and must provide reasonable accommodations for Emotional Support Animals.

⁶ Refer to Los Angeles County Coordinated Entry System assessment policies.

⁷ Refer to Los Angeles County Coordinated Entry System access policies.

⁸ Refer to Los Angeles County Coordinated Entry System access policies.

4. Programs shall develop a process for distributing and communicating program rules to participants that is approved by the funder and includes the following components: Program expectations, participant responsibilities, and guidelines that outline behaviors that will lead to termination from the program. Program rules shall be Trauma Informed and not punitive. Program shall explore all options to continue providing temporary housing and services to program participants who have violated program rules, short of program termination.
5. Programs shall develop and provide participants with a written policy that outlines participants' rights upon admission. A statement of these rights, and how they are to be operationalized in that specific program, shall also be posted in the facility, and shall include instructions for grievances. The rights to be specified shall include, but are not limited to:
 - a. The right to be treated with dignity and respect;
 - b. The right to religious liberty;
 - c. The right to privacy;
 - d. The right to be treated with cultural sensitivity;
 - e. The right to self-determination in identifying and setting goals;
 - f. The right to present complaints and grievances;
 - g. The right to have an advocate present during appeals and grievance processes;
 - h. The right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy;
 - i. The right to review their records and external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy;
 - j. The right to be clearly informed, in understandable and applicable language, about the purpose of the services being delivered;
 - k. The right to leave and return to the facility at reasonable hours in accordance with the program rules and standards, unless coordinated by site management; and
 - l. The right to stay in facility 24 hours per day, except during required facility maintenance or non-operational hours per funder contract.
 - i. Temporary/seasonal Interim Housing programs (i.e. Winter Shelter) that are funded for 14-hour operations shall allow participants access to program facility 24 hours per day during periods of inclement weather, as directed by the funder.
6. Safe Surrender posters shall be posted in a common area within the facility.
7. Suspected child or elder abuse and/or neglect from dependent adults shall be reported to the proper authorities according to State of California Mandated Reporting laws.
8. Programs shall maintain a daily census of participants.
9. Programs shall not require participants to perform chores or work duties.
10. Programs shall permit participants, during their period of stay, to report the program address as their legal residence for purposes such as receipt of mail and school and voter registration. If program safety policies prohibit listing address, program may provide an alternate address.
11. Programs shall establish policies and procedures with respect to participant satisfaction and grievances (see Appendix B: Grievance Policies & Procedures for more details).
12. Programs shall establish and procedures policies with respect to ADA Compliance in accordance with all applicable laws (see Appendix C: ADA Compliance for more details).

7b. Program Administration

1. Programs shall not require participants to take part in religious activity.
2. Programs shall not deny participation on the basis of race, religion, ancestry, color, national origin, sex, sexual orientation, gender identity, age, or disability. However, facilities may serve a particular target population as directed by the funder.⁹
3. Publicly funded programs shall not charge participants for housing or other services (including surrendering cash and non-cash benefits).
4. Program staff shall be made identifiable through uniform attire or identification badges.
 - a. Programs operating Interim Housing in confidential locations shall be exempted from this requirement to ensure the safety and security of participants and staff.
5. Programs shall maintain an organizational chart which lists all staff funded under the Interim Housing program.
6. Programs shall maintain clear and comprehensive job descriptions for all staff positions.
7. Programs shall maintain a quality assurance plan that outlines a process for the integration of participant feedback into revisions to program policies and procedures.
8. Programs serving youth/minors, and/or families with children, shall identify/designate staff that are responsible for coordinating with the McKinney-Vento Liaison(s) within the local school districts and/or charter schools so that the Interim Housing programs shall assist families, youth, and minors to:
 - a. Reconnect homeless youth back into school;
 - b. Ensure homeless K-12 students have access to the resources, materials and support(s) to stay in school and fulfill their academic goals;
 - c. Connect the student(s) to educational services which may not be available on the local school campus.
 - d. Connect homeless children under the age of 5 to Head Start, public schools, etc.
 - e. Connect TAY back to high school, college, job training, etc.

7c. Data Collection & Documentation

1. Programs shall maintain participant records that include documentation of all participant assessments, Housing and Services Plans, referrals, placements, interventions, or follow-up activities.
2. Programs shall enter data into the funders' data systems as required by funders. Data reported shall align with all policies and procedures outlined by funders.
3. Files containing participant information shall be stored in a secure and locked location (to maintain confidentiality). Documents shall only be accessible by authorized personnel.

7d. Security, Health, & Safety

1. Programs shall develop written policies and procedures that address universal precautions, tuberculosis control, and disease prevention, and are in compliance with Department of Public Health guidelines.
2. Programs shall ensure that at least one staff per shift has been trained in and has an up-to-date certification for CPR and emergency first aid procedures. For adult only facilities, at least one staff

⁹ Refer to Los Angeles County Coordinated Entry System nondiscrimination policies.

per shift shall have an Adult CPR/AED certification. For family sites, at least one staff per shift shall have an Adult and Pediatric CPR/AED certification.

3. Programs shall establish a policy and procedure for all entry and exits that includes sign in/out procedure for all participants.
4. Programs shall develop a policy and procedure for emergencies, disasters, and security, including the stockpiling of appropriate quantities of water and food rations. The plan shall include policies and procedures for:
 - a. Reporting a fire or other emergency;
 - b. Emergency evacuations, including the differences in evacuation procedures depending on the type of evacuation and exit route assignments;
 - c. Assisting participants in their evacuation;
 - d. Accounting for all participants and staff after evacuation;
 - e. Staff performing rescue or medical duties;
 - f. Deterring theft and protect participant and staff from harm; and
 - g. Crisis interventions when staff are required or permitted to call 911, make a police report, or perform other non-violent interventions.

7e. Medication Management & Storage

1. Interim Housing programs shall develop and implement a policy, subject to review and approval by program funder, regarding participant medication and its storage. The policy shall address medication storage, documentation, and medication support, refrigeration, and shall include a secured and locked location for medicine storage such as a medication cabinet, locker, or drawer.

7f. Food Preparation & Meals

1. The program shall provide three meals per day to each participant: a breakfast, a lunch, and a hot dinner, or meals on another schedule as defined by funder contract.
 - a. Meal plans and schedules shall be made weekly and posted in common areas. Any changes to the menu or schedule shall also be posted in common areas.
 - b. Meals shall be served in an area specifically designated for meal consumption where adequate space for comfortable, seated dining is available to each participant.
 - c. Programs shall accommodate participants who have special dietary needs due to medical necessity or religious beliefs.
 - d. Meals shall be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.
 - e. Participants shall have access to drinking water throughout the day.
2. If meals are not prepared on site, programs shall provide catered meals, or otherwise make arrangements that ensure each participant is provided with adequate meals.

7g. Restrooms, Showers, & Laundry

1. Interim Housing programs shall provide participants access to showers, sinks, and toilets.
 - a. Access to showers, sinks, and toilets shall be made available according to participant gender identity, in compliance with all applicable federal, state, and/or local mandates.
2. Programs shall ensure that all sheets, towels, and blankets are laundered weekly or more frequently as needed.
3. If applicable, laundry equipment (washers/dryers) shall be provided free of charge to participants and include access to free detergent. If washers and dryers are not onsite, programs shall provide assistance with accessing laundromat services (i.e. funds for detergent, tokens, etc.).

7h. Environment

1. Programs shall ensure that the facility is clean and complies with Department of Public Health Interim Housing Facilities Standards and all other applicable building, safety, and health codes.
2. Programs shall maintain a heating and ventilation system that maintains a comfortable temperature.
3. Programs shall establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean, and comfortable environment, and work diligently to prevent and eliminate insect and rodent infestations.
4. Programs shall provide trash receptacles throughout the facility. Trash shall be taken out of the facility into a localized dumpster and/or wheeled trash can multiple times within a shift or whenever full.
5. Programs shall provide each participant with a bed (or crib/bassinet for infants) and clean bedding that includes towels, sheets, a blanket, and a pillow.¹⁰
6. Programs shall provide access to storage for participants' personal belongings during their stay.
7. Family Sites Only:
 - a. Programs shall ensure that all furniture is child-safe and install childproof safety latches for drawers and cabinets with dangerous items.
 - b. Programs shall provide baby changing stations and/or a safe place to change diapers.

¹⁰ Winter shelters may provide cots for beds.

Appendix A. Glossary

Assessment

An evaluation of a participant's strengths and barriers in achieving housing stability and other outcomes related to stability. The information provided through the assessment informs program referrals and Housing and Services Planning.

Bridge Housing

Temporary/interim housing that serves to "bridge" persons directly from homelessness to housing, via a reserved bed that facilitates placement into permanent housing. Beds are prioritized for high-acuity persons, persons matched to housing resources, and persons exiting institutions.

Coordinated Entry System (CES)

The Los Angeles County Coordinated Entry System (LA County CES) facilitates the coordination and management of resources that comprise the homeless crisis response system in the county. CES allows users to efficiently and effectively connect people to interventions that aim to rapidly resolve their housing crisis. CES works to connect the highest need, most vulnerable persons in the community to available housing and supportive services equitably.

Coordinated Entry System (CES) Assessment

The Los Angeles County Coordinated Entry System utilizes a triage and prioritization assessment tool called the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT). This tool is implemented as part of CES to assist in prioritization of housing program resources based on participant vulnerability.

Crisis Housing

Short term, Low-barrier emergency shelter for participants experiencing a housing crisis, targeting those who are homeless or at imminent risk of becoming homeless. Crisis Housing provides clients with stability as they are quickly assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.

Diversion

A strength-based, creative problem-solving conversation with people experiencing immediate housing crisis and who are currently seeking assistance through the homeless response system. Examples of diversion can include conflict resolution, family reunification, and one-time financial assistance that will assist with an alternative housing solution (short or long term) outside of the homeless response system.

Equal Access Gender Identity Policy

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 contractor, 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.

Family

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child

who is temporarily away from the home because of placement in foster care is considered a member of the family.

Funder

Funder refers to any public or private agency or organization that provides direct financial contribution, as well as fiscal and programmatic administration and oversight, to non-profit organizations, community-based organizations, etc., for the operation and services of Interim Housing facilities and programs.

For the purposes of these Standards, funders may include, but not be limited to: Los Angeles Homeless Services Authority (LAHSA); Los Angeles County Department of Children and Family Services (DCFS); Los Angeles County Department of Public Social Services (DPSS); Los Angeles County Department of Health Services (DHS); Los Angeles County Department of Mental Health (DMH); Los Angeles County Department of Public Health (DPH); Housing and Community Investment Department of the City of Los Angeles (HCIDLA)

Harm Reduction

Harm reduction is a set of practical strategies that reduces the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence.

Housing First

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to safe, stable housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to safe, stable housing.

Intake

Capturing basic client data into a database upon entry into a program (e.g., capturing and loading required data to HMIS upon entry to emergency shelter). This process shall also begin to identify a participants' service needs and lay the foundation for a housing plan to return the participant to stable housing.

Low Barrier

Policies and practices designed to "screen in" rather than screen out applicants with the greatest barriers to housing, such as having very low-income, poor rental history, or criminal history. Low Barrier is an active approach to the Housing First model that ensures homeless participants and families may quickly exit homelessness.

Motivational Interview Principles

A clinical approach that emphasizes a collaborative therapeutic relationship in which the clinician "draws out" the client's own motivations and skills for change, thereby empowering the client.

Practice Standards

Practice Standards are minimum baseline requirements for each system component which all funders and funding administrators agree to adopt and incorporate into their program guidance and funding contracts with contractors.

Reasonable Accommodation

Under Title II of the Americans with Disabilities Act (ADA), a Reasonable Accommodation (RA)/Reasonable Modification (RM) is a modification in rules, policies, practices, or services, that is provided when such accommodations would be necessary to afford an individual with a disability equal opportunity to participate in programs and/or services of a covered agency. Provision of RA/RM could mean:

- Modification of rules, policies or practices;
- Removal of architectural or communication barriers; or
- Provision of auxiliary aids and services needed for an individual with a disability to utilize a public service.

Recovery Bridge

Recovery Bridge Housing (RBH) is a type of abstinence-based, peer supported housing that combines a subsidy for recovery residences with concurrent treatment in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or outpatient withdrawal management (OP-WM) settings. RBH is often appropriate for participants with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.

Recuperative Care

Temporary housing in which participants receive health and mental health oversight, usually for an acute illness or injury.

Stabilization Housing

Temporary housing with case management and other supportive services for vulnerable participants, with the goal of improving participants' health and increasing their housing security.

Safe Haven

Safe havens are supportive housing that shall not require participation in services and referrals as a condition of occupancy. Instead, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services or referrals and will eventually be ready to move to more traditional forms of housing.

Transitional Housing

Transitional Housing is conceptualized as an intermediate intervention between emergency shelter/crisis housing and permanent housing. It is intended to be more long-term, service-intensive and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network.

Trauma Informed Care

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

training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

Winter/Seasonal Shelter

A low-barrier to entry, hypothermia prevention program providing basic shelter operations (showers, two meals, a bed, open for a minimum of 14 hours).

Warm Handoff (aka Linkages)

A personalized participant referral or transfer of care from one service provider to another. A warm handoff typically includes a face-to-face introduction between participant and providers to promote successful connections with the new provider and minimize any service disconnection.

APPENDIX B. GRIEVANCE POLICIES & PROCEDURES AND TERMINATION POLICIES & PROCEDURES

Grievance Policies & Procedures

1. The following are the Grievance and Termination Policies and Procedures minimum standards.
 - a. Programs shall maintain a written set of Grievance Policies and Procedures and Termination Policies and Procedures.
 - b. Programs shall submit a copy of the Grievance Policies and Procedures and the Termination Policies and Procedures to the program's funder(s) for review and approval.
 - c. The Grievance Policies and Procedures and the Termination Policies and Procedures shall be discussed with participants during intake and copies offered to the participant.
 - d. Programs shall maintain documentation of the participant's signature acknowledging that the Grievance Policies and Procedures and Termination Policies and Procedures were discussed and offered to them or documentation that the client was unable/unwilling to sign the acknowledgement.
 - e. Grievance Policies and Procedures and Termination Policies and Procedures shall be prominently displayed in common area(s) in the facility.
2. Grievance Policies and Procedures shall include, but are not limited to, the following:
 - a. The identification of at least one staff and an alternate (by staff title, not name) who are responsible for addressing all grievances. The designated alternate shall be responsible for addressing grievances in which the designated staff is the subject of the grievance;
 - b. Information about how the participant can file a grievance, including information about how they can contact assigned staff(s) and alternate(s) to file a grievance;
 - c. A timeline not to exceed 72 hours in length, during which the participant will acknowledge the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a written decision about the grievance that includes the factors that led to the final determination;
 - d. Information about how the grievance will be reviewed, including a discussion of what facts will be used in the review;
 - e. Information about the appeal process to be entered into if the participant is not in agreement with the grievance decision including the identification of at least one staff and an alternate (by staff title, not name) who are responsible for a second level review of the grievance and a timeline not to exceed 72 hours in length, during which the participant will receive acknowledgement of the request for a second level review of the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a second level written grievance decision that includes a statement of the factors that led to the final determination;
 - f. Information about the appeal process to be entered into if the participant is not in agreement with the second level grievance decision that includes discussion of the client's right to contact the Department of Public Health, the funder or Dispute Resolution Services for review of the programs decision, and the contact information for these entities;
 - g. Request for Dispute Resolution Services may be referred to the:

Office of the Los Angeles City Attorney Dispute Resolution Program
City Hall
200 N Spring Street, 14th Floor
Los Angeles, CA 90012
Office: (213) 978-1880

Fax: (213) 978-1312

Email: Mediate@lacity.org;

- h. Discussion of how the confidentiality of the participant who filed a grievance and the written grievance will be ensured; and
- i. Discussion of the receipt and outcome of all grievances will be documented and maintained including the date the grievance was submitted, the date the submission was acknowledged, the staff that addressed the grievance and the date the participant received the written grievance disposition.

Termination Policies and Procedures

1. Termination Policies and Procedures shall include, but are not limited to, the following:
 - a. The reasons for terminations. These reasons might include possession of weapons, sexual misconduct, behaviors that are a danger to others, verbally/physically threatening behaviors, or direct observation of participant engaging in illegal activity on site.;
 - b. Contacting the funder, if required, prior to terminating the participant. Exceptions to this include behaviors necessitating calling 911 and situations requiring immediate termination that occur on the weekends and evenings. In these instances, and if required, the funder shall be contacted the following business day;
 - c. Discussion of how participants will receive written notification of terminations and informed that they may appeal the decision by filing a grievance; and
 - d. Discussion of how terminations will be documented, and the maintenance of any police reports or other documents associated with the termination such as written confirmation of meetings with the participants regarding their possibly being terminated.

APPENDIX C. ADA COMPLIANCE

The following section outlines requirements related to ADA compliance. If a site is unable to comply with any of the following standards, programs shall document that reasonable accommodations to meet the accessibility needs of participants was provided, and program must ensure that documentation of reasonable accommodations is filed for future monitoring.

1. Facilities shall be accessible to participants with mobility devices.
2. Facilities shall not have areas, in or out of the property, with broken, raised, or unlevel sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
3. Entry into the facility shall be accessible to participants with limited mobility, including participants who use wheelchairs or scooters, manually-powered mobility aids such as walkers, crutches, or canes.
4. The exterior of the facility shall be accessible for participants with disabilities when approaching, entering or inside the location.
5. Programs shall provide at least one restroom with at least one stall with a five-foot turning radius.
6. All restrooms established under this section shall have handles for an individual using a mobility device to move themselves without assistance.
7. If parking is available at the facility, programs shall provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space shall provide enough room for a van with a hydraulic side lift to go up and down without any issue.
8. All fire alarm systems and fire extinguishers shall be no more than 48 inches from the ground for easy access in case of an emergency.
9. All programmatic areas shall be accessible for an individual with a mobility device.
10. Programs shall provide at least one shower accessible for those with a mobility device, regardless of gender.
11. Program sites with more than 50 beds shall provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
12. Programs shall provide accessible beds for persons with mobility disabilities designed for easy transfer from a mobility device.
13. If there are common/communal areas located at the facility, they shall be accessible for all participants, including those with mobility devices.
14. If there is a dining area located in the facility, it shall be accessible for all participants, including those with mobility devices.
15. Doors within the facility shall be equipped with a handle which can be opened with a closed fist rather than a knob.
16. Accessibility postings shall be posted in plain sight in a common area of the facility.

EXHIBIT D

Insurance Requirements

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other:

EXHIBIT E

City's Annual Requirements Contract No. 21000000076 with
Mobile Modular Management Corporation)
("Equipment Lease")

CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent
 111 E 1ST STREET
 ROOM 110
 LOS ANGELES CA 90012



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 21000000076 3	Trailer, Mobile Shelter, Lease	
Contract Dates	Payment Terms	Delivery Days ARO
06-11-22 to 06-30-23	0% Net 30	30
Central Purchasing	Vendor	Bill To
Contact: Siv Chan Phone: (213) 978-6905 E-mail: Siv.Chan@lacity.org	000002253 MOBILE MODULAR MGT CORP 5700 LAS POSITAS RD LIVERMORE, CA 94550	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Critical Need Contract for Trailer, Mobile Shelter and Lease in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (6);

Contracts entered into during time of war or national, state or local emergency declared in accordance with federal, state or local law, where the Council, by resolution adopted by two-thirds vote and approved by the Mayor, suspends any or all of the restrictions of this section or their applicability to specific boards, officers or employees.

Reason for Modification

Per Amendment 1 - Exercised Renewal 1 of 1

Renewal Period Options

Option	Effective Date	Expiration Date

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	25180000	Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Monthly	MON	\$1,375.0000		
Extended Description: Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Monthly						
2	25180000	Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Weekly	WEE	\$458.3300		
Extended Description: Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Weekly						
3	25180000	Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Daily	DAY	\$91.6700		
Extended Description: Trailer, Dry Mobile Shelter, Size: 24'x60', Lease, Daily						
4	25180000	Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Monthly	MON	\$1,375.0000		
Extended Description: Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Monthly						
5	25180000	Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Weekly	WEE	\$458.3300		
Extended Description: Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Weekly						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
6	25180000	Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Daily Extended Description: Trailer, Wet Modular Trailer, Size: 24'x60', Lease, Daily	DAY	\$91.6700		
7	25180000	Trailer, Wet modular Trailer, Size: 12'x50', Lease, Monthly Extended Description: Trailer, Wet modular Trailer, Size: 12'x50', Lease, Monthly	MON	\$1,250.0000		
8	25180000	Trailer, Wet modular Trailer, Size: 12'x50', Lease, Weekly Extended Description: Trailer, Wet modular Trailer, Size: 12'x50', Lease, Weekly	WEE	\$416.6700		
9	25180000	Trailer, Wet modular Trailer, Size: 12'x50', Lease, Daily Extended Description: Trailer, Wet modular Trailer, Size: 12'x50', Lease, Daily	DAY	\$83.3300		
10	93141812	Modifications to Trailer Bldg.1A - Extended Description: Labor inspection services	EA	\$4,877.5000		
11	93141812	Modifications to Trailer Bldg.1B - Close-up 2 existing ext. Extended Description: Modifications to Trailer Bldg.1B - Close-up 2 existing ext. doors, Add 2 new ext. doors, Add 8lf wall, Add duplex outlet & Data Box & Remove All Flooring - Billed at time of Delivery	EA	\$4,877.5000		
12	93141812	Modifications to Trailer Bldg. 1C - Relocate 1 ext. door Extended Description: Modifications to Trailer Bldg. 1C - Relocate 1 ext. door, Add 9lf wall, Add duplex outlet & data box, remove all flooring - Billed at time of Delivery	EA	\$2,475.5000		
13	93141812	Modifications to Building 2 - Close-up 2 existing ext. doors Extended Description: Modifications to Building 2 - Close-up 2 existing ext. doors, Add 2 new ext. doors, add 1 ADA RR, Misc. Electrical & Plumbing re-work, remove all flooring - Billed at time of Delivery	EA	\$5,983.5000		
14	93141812	Modifications to Building 3 - Plumbing Fixtures per LA Plan Extended Description: Modifications to Building 3 - Plumbing Fixtures per LA Plan, Misc. Electrical & Plumbing re-work, Install all new Flooring - Billed at time of Delivery	EA	\$86,763.6900		
15	78121603	Delivery of Trailers, Delivery, Rolling Units, Block & Level Extended Description: Delivery of Trailers, Delivery, Rolling Units, Block & Level Set, Install CP Piers & anchors, Remove Axles and Tires, Remove hitches & install skirting, Delivery & Install of ramps/steps/landings, Install flooring on all 24x60's, Building Drawings, Ramp Plans, State of CA Dept of HCD Inspection - Billed at time of Delivery	EA	\$179,009.5600		
16	93141812	Tear Down of Trailers, CP Pier & Anchor removal, Install hit Extended Description: Tear Down of Trailers, CP Pier & Anchor removal, Install hitches, axles, tires, Remove Skirting, Roll Buildings, Dismantle & Return ramps/ steps/ landings - Billed at time of Removal	EA	\$59,372.5000		
17	93141812	Restoration of Trailers to Stock Condition Extended Description: Restoration of Trailers to Stock Condition	EA	\$48,964.0000		
18	93151510	Permit Fee Extended Description: Permit Fee-DSMBI will have sole responsibility to insure the equipment provided has been approved by the State of California Department of Housing. Customer will have sole responsibility, at Customers cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customers lawful operation, possession or occupancy of the Equipment, Customer agrees that all certificates of title or registration applicable to the Equipment will reflect DSMBI's ownership of the Equipment.		\$0.0000	(-) 0%	

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
19	25180000	Ramps, Steps, Landing, Purchase, for all 5 Trailers	EA	\$34,667.0000		
Extended Description: VEHICLE BODIES & TRAILERS						
20	25180000	Fire Sprinklers & Smoke Detectors	EA	\$8,938.0000		
Extended Description: Fire Sprinklers & Smoke Detectors shall include the following:						
*Provide & Install Fire sprinklers, to NFPA 13R						
*Provide & Install (2) smoke detectors per building; hardwired 120-Volt Inter-Connectable Smoke Alarm with Battery Backup*Provide revised plans with HCD approval for R1 Occupancy w/ new insignias						
*Include calculations from the meter to the buildings in DSMBI fire sprinkler plans						
21	93141812	Tear Down of Trailers - Prices as quoted		\$0.0000	(-) 0%	
Extended Description: Tear Down of Trailers - Prices as quoted						

Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

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Supporting Documents

Section intentionally left blank.