

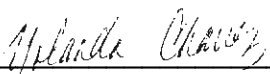
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TRANSMITTAL

| | | |
|--|------------------------|-----------------------------|
| TO The City Council | DATE 02-04-25 | COUNCIL FILE NO. 23-0831 |
| FROM Municipal Facilities Committee | COUNCIL DISTRICT 11 | |

At its meeting held on January 30, 2025, the Municipal Facilities Committee approved the attached Department of General Services (GSD) report, which is hereby transmitted for Council consideration. Adoption of the report recommendation would authorize GSD to negotiate and execute a non-profit ground lease agreement with Venice Community Housing Corporation (VCHC) to operate a transitional housing site at 650 Westminster Avenue. The term for the lease agreement is ten years, with two five-year options to extend.

Fiscal Impact: There is no General Fund impact as this is a no-cost lease agreement. VCHC is responsible for tenant improvements, maintenance, repairs, utilities, security, and custodial costs.


for Matthew W. Szabo
City Administrative Officer
Chair, Municipal Facilities Committee

MWS:AW:05250091

CAO 649-d

CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



KAREN BASS
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX No. (213) 928-9515

January 30, 2025

Honorable City Council
City of Los Angeles
c/o City Clerk
Room 395, City Hall
Los Angeles, CA 90012

Attention: Adam Lid, Legislative Assistant

**REQUEST AUTHORIZATION TO NEGOTIATE AND EXECUTE A GROUND LEASE
WITH THE VENICE COMMUNITY HOUSING CORPORATION FOR THE USE OF THE
CITY-OWNED PROPERTY LOCATED AT
650 WESTMINSTER AVENUE, VENICE, CA 90291**

The Department of General Services (GSD) requests authority to negotiate and execute a no-cost ground lease agreement, as directed by Council File 23-0831 with the Venice Community Housing Corporation (VCHC), a non-profit organization, 501(c)(3) for the use of the City-owned property located at 650 Westminster Avenue, Venice, CA 90291 in Council District 11 (CD11).

BACKGROUND

In 1991, Venice Community Housing Corporation (VCHC) entered into a Revocable Permit (R/W 21514-189) to store temporary structures for the City-owned property at 650 Westminster Avenue while negotiating a new ground lease for permanent low-income housing.

Subsequently, in 1992, a no-cost 30-year Ground Lease (C-84453) was executed by VCHC and the City. Venice Community Housing converted two relocated single-family dwellings (on the City-owned property) to include a second floor and constructed a new one-unit apartment building, along with a laundry room, recreation room, and a six-car garage. This development resulted in a new two-story, three-unit apartment building (Property) at the City-owned location.

Since that time, VCHC has operated transitional housing at 650 Westminster Avenue, aligning with its mission to provide affordable housing and support services for low-income families. VCHC addresses homelessness and housing instability by developing permanent affordable housing, offering health and housing solutions, supporting youth education, and fostering partnerships rooted in equity and inclusion.



The original Ground Lease has been in holdover status since January 2022. Recognizing the essential services provided at the site, the City, through Council File 23-0831, has moved to renew the existing ground lease. The proposed renewal of the ground lease with the Venice Community Housing Corporation (VCHC) will be essential to ensure the continued delivery of critical services to the community.

For decades, VCHC, in partnership with St. Joseph Center, has operated the Westminster Transitional Living Center (TLC), by providing safe and stable housing for up to eight families transitioning out of homelessness. This program not only offers temporary shelter but also comprehensive support services, including case management, housing navigation, and life skills training, empowering families to achieve long-term stability and independence.

Through its contracted partnership with the Los Angeles Homeless Services Authority (LAHSA), St. Joseph Center and VCHC has consistently demonstrated its ability to manage the facility effectively while addressing the root causes of homelessness. By renewing the ground lease, the City ensures that these vital services remain accessible to vulnerable families, contributing to a stronger, more equitable community. Failure to renew the lease risks disrupting these essential programs, leaving families without the resources they need to regain stability and independence.

COMMUNITY BENEFIT

The City Administrative Office (CAO) completed a Community Benefit Analysis (CBA) supporting approval of the no-cost ground lease agreement. The analysis shows annual community benefits of \$449,938.70, exceeding the space's market value of \$137,557.44 by \$312,381.26. See the attached CBA for details.

TERMS AND CONDITIONS

The proposed ground lease is for zero rent with an initial ten (10) year term and two (2), five (5) year renewal options at the City's sole discretion. The City may terminate the lease with a 30-day written notice. A complete set of terms and conditions are included in the attached term sheet.

BUILDING MAINTENANCE, UTILITIES AND LANDSCAPING

VCHC shall maintain the Property in good condition at its sole expense, including the repair and upkeep of all buildings and structures. This includes, but is not limited to, windows, doors, plate glass, fixtures, exterior and interior walls, flooring, ceilings, downspouts, gutters, roofs, fencing and all heating, air conditioning, plumbing, and sewage systems, both inside and outside the Property.

VCHC is also responsible for all utility services, including gas, water, heat, electricity, and power, required for the Property and its buildings. VCHC must keep the Property safe, free of hazards, pests, litter, and unsightly conditions, and ensure landscaping, and parking areas are neat and safe.

The City has no obligation to repair or remodel the Property, and VCHC will be responsible for any and all corrections and deficiencies in all buildings and structures.

FISCAL IMPACT

There is no anticipated impact on the General Fund as the ground lease agreement contains zero rent.

RECOMMENDATION

That the Los Angeles City Council, subject to the approval of the Mayor, authorize the Department of General Services to negotiate and execute a ground lease renewal with the Venice Community Housing Corporation for the use of the City-owned location at 650 Westminster Avenue, Venice, CA 90291 under the terms and conditions as substantially outlined in this report.



Tony M. Royster
General Manager

Attachment: Term Sheet
CBA
St. Joseph Center Contract

LEASING TERM SHEET

| | |
|-----------------------|--|
| MFC DATE | January 30, 2025 |
| LANDLORD | City of Los Angeles - GSD |
| ADDRESS | 200 N. Main St., 2nd Floor Los Angeles, CA 90012 |
| TENANT | Venice Community Housing, a nonprofit 501 (c)(3) organization |
| ADDRESS | 200 Lincoln Blvd., Venice, CA 90291 |
| LOCATION | 650 Westminster Ave, Venice CA 90291 |
| AGREEMENT TYPE | Ground Lease |
| USE | Housing |
| SQUARE FEET | Approximately 5,201 square foot lot and a building size of approximately 3,538 square feet |
| TERM | 10 years upon City Clerk Attestation |
| EARLY POSSESSION | None |
| RENT START DATE | N/A |
| LEASE START DATE | Upon City Clerk Attestation |
| OPTION TERM | (2) 5-year options to extend |
| HOLDOVER | No |
| SUBLET/ ASSIGNMENT | No right to sublease/assign without Landlord's consent. |
| TERMINATION | Landlord shall have a right to terminate with thirty (30) days' written notice. |
| RENTAL RATE | \$0 |
| ESCALATION | None |
| RENTAL ABATEMENT | N/A |

| | |
|------------------------|---|
| ADDITIONAL RENT | N/A |
| PROPERTY TAX | Tenant may be subject to possessory tax |
| OPEX | N/A |
| CAM | N/A |
| OTHER | N/A |
| SECURITY DEPOSIT | \$0 |
| MAINTENANCE/ REPAIR | Maintenance and repairs are the sole responsibility of Tenant. Tenant shall be responsible for all repair and maintenance items including preventative and daily maintenance of entire site. |
| TENANT IMPROVEMENTS | Any repairs, alterations or other improvements required from the specific use of their portion of the premises shall be performed by the Tenant at their sole cost and expense. |
| PARKING | None |
| UTILITIES | Tenant at their own sole cost and expense, shall furnish all utility services including gas, water, electricity, internet and any other applicable utilities required by the tenant on the premises. |
| CUSTODIAL | All custodial services shall be paid and assumed by the Tenant. |
| SECURITY | Tenant See below "other" |
| PROP 13 PROTECTION | N/A |
| INSURANCE (City) | Tenant shall indemnify and hold harmless the City |
| OTHER: | <p>Security – Tenant, at its own cost and expense, shall provide security for their premises at a level that is necessary to ensure the safety of their employees and clients.</p> <p>Tenant shall also ensure through its program that occupants are aware that no tenancy rights are created as a participant of the program.</p> |
| PRINT: | |
| SIGNATURE: | |

**Report from
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Community Benefits Analysis for Proposed Non-Profit Lease**

| I. Proposed Lease Terms and Conditions | |
|---|---|
| Facility Location: | 650 Westminster Avenue, Venice, CA 90291 (Community Housing Center) in Council District 11 |
| Lessee: | Venice Community Housing (VCH) |
| Council File Reference: | C.F. 23-0831 (Motion adopted by City Council on 9/19/2023) |
| Space Assignment: | Approximately 3,538 square feet (APN# 423-902-4900) |
| Term and Renewal Option: | 10-year term commencing upon execution, with two five-year options to extend. |
| Market Rate: | \$3.24 per square foot or \$137,557.44 annually |
| Proposed Rental Rate: | \$0.00 during the initial term, and rates subject to re-negotiation at the discretion of the City. |
| Tenant Improvements, Maintenance, Utilities, Security, and Custodial Costs: | Lessee shall be financially responsible for tenant improvements, maintenance, utilities, security, and custodial costs. |
| II. History and Current Services | |
| Mission: | VCH's mission is to support and build equitable and inclusive communities by providing affordable housing with supportive services, education, employment programs, and public policy advocacy that advances racial and economic justice. |
| Vision: | VCH's vision is to continue operating a supportive housing program that supports in obtaining permanent housing for low-income families. |

**Report from
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Community Benefits Analysis for Proposed Non-Profit Lease**

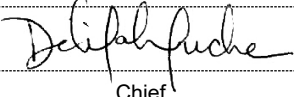

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|-----------------------|--|
| Background / History: | <p>Since the founding of the organization in 1988, VCH has worked to invest in permanently affordable housing, help advance health and provide housing for unhoused people, promote youth development and education, and build strategic partnerships focused on equity and inclusion.</p> <p>In 1993, VCH opened a shelter at 650 Westminster Avenue for families experiencing homelessness. This program operates in partnership with St. Joseph Center, serving eight families at a time, with VCH as a subcontractor. The program is funded by the Los Angeles Homeless Services Authority. The primary duties of VCH include maintaining the facility and providing case management services. St. Joseph Center provides housing navigation and administrative support.</p> |
| Current Services: | VCH currently provides interim housing at 650 Westminster Avenue for homeless families transitioning to permanent housing. VCH owns and operates the interim housing location through a ground lease with the City of Los Angeles. |

III. Community Benefits Analysis

| | | | |
|--|---|--------------------------------|--------------|
| Value of Direct Services: | A. <u>Value of Dedicated Staff</u> : \$156,011.70 | | |
| | Staff | Rate | Annual Cost* |
| | Program Manager | \$34.66/hour for 40 hours/week | \$72,092.80 |
| | Program Assistant | \$25.36/hour for 20 hours/week | 26,374.40 |
| | Co-Executive Director | \$67.30/hour for 4 hours/week | 13,998.40 |
| | Director of Operations | \$57.69/hour for 2 hours/week | 5,999.76 |
| | Senior Mental Health Specialist | \$37.14/hour for 2 hours/week | 3,862.56 |
| | Maintenance Worker | \$23.86/hour for 2 hours/week | 2,481.44 |
| | Fringe Benefits | 25 percent of total salary | \$31,202.34 |
| | Total | | \$156,011.70 |
| *Salaries were calculated by multiplying the hourly rate with 52 weeks per year. | | | |

**Report from
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Community Benefits Analysis for Proposed Non-Profit Lease**

| | | | |
|--|--|---|--------------|
| | B. <u>Value of Services to Participants</u> : \$233,600.00 | | |
| | Service | Rate | Annual Cost |
| | Housing | \$80.00/night for 8 families/night for 365 days/year | \$233,600.00 |
| | Total | | \$233,600.00 |
| Value of Operational Budget: | C. <u>Value of Operational Budget - specify</u> : \$60,327.00 | | |
| | Item | Rate | Annual Cost |
| | Materials and Supplies | \$1,416.67/month | \$17,000.04 |
| | Utilities | \$1,000.00/month | 12,000.00 |
| | Taxes and Insurance | \$890.36/month | 10,684.32 |
| | Trash | \$570.66/month | 6,847.92 |
| | Administrative Costs | \$315.00/month | 3,780.00 |
| | Food | \$250.00/month | 3,000.00 |
| | Phone/Fax/Internet | \$184.56/month | 2,214.72 |
| | Training | \$1,000/staff for 2 staffs | 2,000.00 |
| | Landscaping Fees | \$100.00/month | 1,200.00 |
| | Janitorial | \$500.00/cleaning twice/year | 1,000.00 |
| | Pest Control | \$50.00/month | \$600.00 |
| | Total | \$60,327.00 | |
| Additional Offsets / In-Kind Services: | D. <u>Value of Additional Offsets - specify</u> : \$0.00 | | |
| Total Community Benefits: | <u>\$449,938.70</u> annually (=A+B+C+D above) | | |
| Market Value for Leased Space: | <u>\$137,557.44</u> annually | | |
| Benefits Finding and Recommended Action: | Community benefits estimated at <u>\$449,938.70</u> annually exceed the market value of <u>\$137,557.44</u> for the leased space by <u>\$312,381.26</u> . | | |
| | Approval of the proposed lease terms is recommended on the basis that the value of the community benefit exceeds the market value of the leased space. | | |

| | | | |
|------------------------|-----------|--|---|
| 0220-05479-0055 | Aira Wada |  |  |
| Work Assignment Number | Analyst | Chief | Assistant CAO |

YC/AW/05250041

Release Date: 12-18-24



ST JOSEPH CENTER

2024-2025 CRISIS HOUSING FAMILIES PROGRAM AGREEMENT

Subcontractor: Venice Community Housing Corp.

Contract Number: 2021CHF10

EGMS ID Number: AD-CH-CH-033

Program Name: Crisis Housing for Families

Term: July 1, 2024 to June 30, 2025

**ST JOSEPH CENTER
2024-2025 CRISIS HOUSING FAMILIES PROGRAM
SUBCONTRACT AGREEMENT**

This Agreement ("Subcontract"), dated as of **July 1, 2024**, is made and entered into by and between **St. Joseph Center**, a California Non-profit Organization located at 204 Hampton Drive, Venice CA 90291 (hereinafter "Contractor"), and **Venice Community Housing Corp.** ("Subcontractor") located at the address set forth in the notice section of this Subcontract Agreement (hereinafter "Subcontractor"): with Contractor and Subcontractor sometimes referred to herein collectively as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Contractor has entered into an agreement (Prime Agreement) with 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") which has been funded pursuant to grant agreement number **2021CHF10** (EGMS ID: GT-CH-CH-033) under LAHSA, effective **July 1, 2024** to assist homeless families ("Participants") with Crisis Housing services and other supportive services within Service Planning Area (SPA) 5 under the Coordinated Entry System in the Los Angeles Continuum of Care, and;

WHEREAS, Contractor desires to enter into this Subcontract by which Subcontractor shall perform certain tasks, deliverables, services and other work as set forth in this Subcontract, and;

WHEREAS, Subcontractor desires to perform such work in accordance with the terms and conditions of this Subcontract Agreement as specified in Exhibit 1.0, and;

WHEREAS, This Subcontract serves as the legally enforceable and binding contract between Contractor and Subcontractor and defines the relationship and the responsibilities of each party.

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

AGREEMENT

I. BASIC PROVISIONS

1.1 Subcontractor Services. This contract is a subcontract agreement under the terms and conditions of the Contractor's Contract with the Los Angeles Homeless Service Authority (LAHSA). Subcontractor agrees to perform the services specified in Exhibit 1.0 in accordance with the terms and conditions of the Contract.

1.2 Administration. The President & CEO of Contractor, or designee, shall have full authority to administer this Subcontract Agreement consistent with the terms and provisions of the LAHSA Contract.

1.3 Term. The term of this Subcontract Agreement shall commence on **July 1, 2024** (the "Effective Date") and expire on **June 30, 2025** unless earlier terminated pursuant to terms of this Subcontract Agreement (the "Initial Term"). Upon the anniversary of the Effective Date, this Subcontract Agreement may be renewed by mutual agreement of the Contractor and Subcontractor for subsequent

one - (1) year term. The Initial Term and any Renewal Terms shall be referred to herein as the "Term."

1.4 Termination. Either party may, with or without cause, terminate this Subcontract Agreement upon thirty- (30) day prior written notice to the other party. Contractor may terminate this Subcontract Agreement immediately for any of the reasons set forth in Section 1(C) (termination) of the Contract, as applied to Sub-contractor or upon any material breach of this Subcontract Agreement by Subcontractor. This Subcontract Agreement shall terminate immediately upon termination of the LAHSA Contract for any reason whatsoever. LAHSA shall have the right to terminate, in whole or in part, this Subcontract Agreement at any time upon written notice to Contractor when such action is deemed by LAHSA to be in its best interests.

1.5 Default By Subcontractor. Subcontractor shall be in default of this Subcontract Agreement if any of the following occurs:

1.5.1 Any representation by Subcontractor hereunder proves to have been false or misleading in any material respect when made; or

1.5.2 Subcontractor defaults in performing any of its obligations hereunder, under the LAHSA Agreement or under any agreement or commitment between Contractor and Subcontractor, which default is not cured within any cure period expressly permitted under the applicable document.

In the event of any default by Contractor hereunder, Contractor and LAHSA shall have all rights and remedies available to them hereunder and under the LAHSA Contract and otherwise available at law or in equity, including without limitation the right to immediately terminate this Subcontract Agreement upon written notice to Subcontractor. Without limiting the generality of the preceding, in the event Subcontractor owes Contractor any payments, reimbursements, damages, costs or other amount for any claims by Contractor arising under or in connection with this Subcontract Agreement, and such amounts are not paid within thirty (30) days of the date when they are due or first demanded by Contractor ("Unpaid Claims"), to the fullest extent permitted under the LAHSA Contract and applicable law, Contractor may, in addition to any other remedies, offset and withhold the amount of all such Unpaid Claims from any amounts owed to Subcontractor hereunder, which withheld amounts shall be applied to the Unpaid Claims.

II. PAYMENT PROVISIONS

2.1 Payment. For services rendered in accordance with this Subcontract Agreement and all other requirements of LAHSA, Contractor shall pay Subcontractor for all services in accordance with this Article and pursuant to the fee schedule set forth in Exhibit 2.0, up to a maximum of **Two Hundred Forty Two Thousand Nine Hundred Twenty Two Dollars (\$242,922.00)**. Total payments to Subcontractor may not exceed total actual and reimbursable costs incurred by Subcontractor in delivering services. All payments are interim payments only, and subject to final settlement in accordance with cost report provisions.

2.2 Maximum Amount. Maximum annual subcontractor payment shall not exceed the total of expenses set forth in Subcontractor's budget in Exhibit 2.1.

2.3 Timing of Payments. For Subcontractor reimbursable services submitted to Contractor by the fifth (5th) day of each month, Contractor shall pay Subcontractor no later than thirty (30) days after receipt of payment from LAHSA.

2.4 Approved Services. Approved and reimbursable services are services as described in Exhibit 1.0 and are those which are deemed appropriate by Contractor and LAHSA and meet all service delivery requirements LAHSA.

2.5 Monthly Reports. Subcontractor shall submit a monthly expenditure report to Contractor by fifth (5th) day of each month for costs associated with services delivered and billed by Subcontractor for the immediately preceding month. The monthly expenditure report shall be on a form approved, or provided by Contractor and shall report actual and reimbursable costs for Subcontractor's program or cost center(s) associated with the delivery of services described in Exhibit 1.0.

2.6 Overpayments. If at any time, Subcontractor's monthly expenditure report indicates that the contract year to date payments exceed the actual reimbursable cost of services provided by Subcontractor, Contractor may reduce Subcontractor's future payments by an amount not to exceed the difference between the contract year-to-date payments to Subcontractor and the contract year-to-date actual reimbursable costs incurred by Subcontractor.

2.7 Denied Payments. In the event that Subcontractor is reimbursed by Contractor for services later determined not to be reimbursable or payment is denied by LAHSA for any reason (including but not limited to client ineligibility, audit disallowance or Subcontractor cost allocations), Subcontractor shall promptly return such reimbursement to Contractor, unless disallowance is due to billing error or omission by Contractor. In the alternative, Contractor may withhold such reimbursements owed Contractor from future payments to Subcontractor. In the event that future payments are not sufficient to reimburse Contractor, Subcontractor shall pay Contractor the remaining amount due, within ten (10) days of Contractor's demand therefore. Subcontractor shall hold Contractor harmless from and against any loss to Contractor resulting from any State denials, and/or any Federal and/or State audit disallowances.

III. SUBCONTRACTOR OBLIGATIONS

3.1 General Requirements. Subcontractor shall comply with all requirements set forth in Exhibit 4.2.

3.2 Employee/Employer Obligations. In addition to the obligation of Subcontractor under Sections 1.1, Subcontractor shall comply with all requirements set forth in the LAHSA Contract in Exhibit 4.0.

3.3 Employee Acknowledgement. On or before the Effective Date, Subcontractor shall obtain and submit to Contractor a "subcontractor employee acknowledgment of employer," attached hereto as Exhibit 3.5, executed by each employee or agent of Subcontractor.

3.4 Compliance With Laws. Subcontractor shall comply with all applicable Federal, State and County laws, regulations, requirements and rules, including without limitation Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B and any and all applicable federal and state anti-kickback, physician self-referral or other fraud and abuse laws.

3.5 Removal of Employees. Contractor will immediately notify Subcontractor of any concerns involving employees of Subcontractor and will enter into discussions with Subcontractor regarding appropriate remedy. If no resolution satisfactory to Contractor is reached within 10 days,

Subcontractor will remove such employee or agent from providing services under this Subcontract Agreement. Contractor and LAHSA shall not be liable or responsible in any way to Subcontractor or any of its officers, employees or agents for any liability, damages, costs or expenses arising from or related to Contractor and/or County's exercise of their rights pursuant to this Section.

3.6 Liability for Employees. Subcontractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Subcontract Agreement all compensation and benefits. LAHSA and Contractor 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 Subcontractor. Subcontractor understands and agrees that all persons performing services pursuant to this Subcontract Agreement are, for purposes of workers' compensation liability, the sole employees of Subcontractor and not employees of Contractor or LAHSA. Subcontractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Subcontractor pursuant to this Subcontract Agreement.

3.7 Disclosure Statement of Significant Beneficial Interests. On or before the Effective Date, Subcontractor shall complete and submit to Contractor Personal Disclosure Statement of Significant Beneficial Interest. The term "financial or other interest" is defined as stated in Exhibit 3.4 - Conflict of Interest.

IV. RECORDS AND AUDITS

4.1 Records. Subcontractor shall comply with the provisions of the LAHSA Contract; provided, however, that in each place that allows LAHSA to make a request of Subcontractor, Contractor may also make such request and in each place that requires Subcontractor to provide copies, reports or other matters to LAHSA, Subcontractor shall be required to provide same to Contractor.

4.2 Confidentiality. Subcontractor shall comply with the confidentiality provisions of the LAHSA Contract. Subcontractor shall require all of its officers, employees and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions.

4.3 Audits and Reporting. Subcontractor agrees that Contractor and LAHSA, through their respective authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, financial records, patient records or any other records relating to this Subcontract Agreement. The Subcontractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after the final payment under contract.

4.3.1 Subcontractor agrees to semi-annual, on site monitoring by St. Joseph Center.

4.4 Failure to Comply. Subcontractor's failure to comply with the provisions of this Article shall constitute a material breach of this Subcontract Agreement and Contractor may immediately terminate this Subcontract Agreement. In the alternative, Contractor or LAHSA may require Subcontractor to implement an appropriate corrective action plan and such plan of correction shall be submitted to Contractor and LAHSA in writing within forty-five (45) days after receiving notice from Contractor or LAHSA.

4.5 In addition, Subcontractor shall comply with all requirements set forth in the LAHSA Contract in Exhibit 4.1

V. INDEMNIFICATION AND INSURANCE

5.1 Indemnification.

5.1.1 Subcontractor shall indemnify, defend and hold harmless Contractor, LAHSA, County Special Districts, and their respective elected and appointed officers, employees, and agents, successors and assigns (collectively, "Contractor Parties") from and against claim, demand, loss liability, damage or expense (including without limitation any settlement payment, reasonable attorney's fees and other expenses incurred in litigation or settlement of such claims) incurred by any of Contractor's Parties arising from or connected with (i) claims for damages or workers' compensation benefits relating to Subcontractor's operations or its services, which result from bodily injury, death, personal injury, or property damage, including physical damage or loss of Subcontractor's property in the care, custody or control of Subcontractor; (ii) breach by Subcontractor of any its obligations hereunder; or (iii) actual or alleged malfeasance, neglect, misconduct, error, or omission caused, or alleged to have been caused, by Subcontractor or by any member, partner, employee, representative, agent, or contractor of Subcontractor, to the extent such losses, claims, liabilities, damages, injuries, suits, demands, are not covered and paid by applicable policies of insurance. Contractor shall indemnify, defend and hold harmless Subcontractor and its respective elected and appointed officers, employees, and agents, successors and assigns (collectively, "Contractor Parties") from and against claim, demand, loss liability, damage or expense (including without limitation any settlement payment, reasonable attorney's fees and other expenses incurred in litigation or settlement of such claims) incurred by any of Subcontractor's Parties arising from or connected with (i) claims for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage, including physical damage or loss of Contractor's property in the care, custody or control of Contractor; (ii) breach by Contractor of any its obligations hereunder; or (iii) actual or alleged malfeasance, neglect, misconduct, error, or omission caused, or alleged to have been caused, by Contractor or by any member, partner, employee, representative, agent, or contractor of Contractor, to the extent such losses, claims, liabilities, damages, injuries, suits, demands, are not covered and paid by applicable policies of insurance.

5.1.2 Notwithstanding the above or any other provision of this Subcontract Agreement, Subcontractor shall have no obligation to indemnify, defend, hold harmless or insure Contractor, LAHSA, or their respective elected and appointed officers, employees and agents, for losses, damages, claims or liabilities arising from the ordinary negligence or willful acts of Contractor, LAHSA, or their respective elected and appointed officers, employees and agents.

5.2 Insurance. Without limiting Subcontractor's indemnification of LAHSA and County, Subcontractor shall provide and maintain at its own expense those programs of insurance set forth in the LAHSA Contract. Such programs and evidence of insurance shall be satisfactory to Contractor and LAHSA and shall be primary to and not contributing with any other insurance maintained by Contractor and LAHSA. Such insurance shall be endorsed naming the Contractor and the LAHSA as additional insured. See Exhibit G for General Insurance provision requirements.

5.3 Certificates of Insurance. Certificates or other evidence of coverage shall be delivered to Contractor and LAHSA at their addresses of notice prior to the Effective Date. Such Subcontractor insurance shall specifically identify this Subcontract Agreement, and shall contain express conditions that Contractor and LAHSA are to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

5.4 Failure to Maintain Insurance. Failure by Subcontractor to procure and maintain the required insurance shall constitute a material breach of this Subcontract Agreement upon which Contractor may immediately terminate or suspend this Subcontract Agreement.

VI. GENERAL PROVISIONS

6.1 Amendments. This Subcontract Agreement shall not be modified or amended except by a written document executed by both parties. Each written modification shall be attached hereto.

6.2 Arbitration. Upon the request of either party, any controversy or claim (whether such claim sounds in contract, tort or otherwise) arising out of or relating to this Subcontract Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with California Code of Civil Procedure Sections 1280 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS' current rules for streamlined arbitration. Notwithstanding any other provision of this Subcontract Agreement, in the case of a dispute involving a claim for equitable relief, a court with equitable jurisdiction may grant temporary restraining orders and preliminary injunctions to preserve the status quo existing before the events, which are the subject of the dispute. Any final equitable or other relief shall be ordered in the arbitration proceeding. Each party shall pay a pro- rata share of the fees and expenses of any arbitrator and any administrative fee of JAMS. Subject to Section 6.4 of this Subcontract Agreement (attorney's fees), each party shall pay the fees and expenses of its own attorney and witnesses.

6.3 Assignment. This Subcontract Agreement and all rights and obligations of either party may not be assigned, transferred or otherwise conveyed by such party, in whole or in part, by operation or law or otherwise. Upon any attempt to assign or otherwise transfer this Subcontract Agreement, or any other right or privilege hereunder in violation of this Section, all rights and privileges established hereunder shall immediately and automatically, without notice, become null and void.

6.4 Attorney Fees. If legal action is commenced by either party to enforce or defend its rights under this Subcontract Agreement, or to interpret or enforce this Subcontract Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

6.5 Authority. Each of the parties hereto represents and warrants that the individual signing this Subcontract Agreement on behalf of its respective organization has authority and is duly authorized to enter into this Subcontract Agreement by said organization and bind that organization to the terms and conditions set forth herein.

6.6 Counterparts. This Subcontract Agreement may be signed in counterparts, each of which shall constitute an original, and together which shall constitute one and the same instrument.

6.7 Entire Agreement. This Subcontract Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed and attached to this Subcontract Agreement.

6.8 Exhibits. All Exhibits referred to in this Subcontract Agreement are intended to and shall be incorporated into this Subcontract Agreement by reference and shall be deemed to be a part of this Subcontract Agreement.

6.9 Governing Law. This Subcontract Agreement has been made and executed in, and shall be construed and enforced according to the internal laws of, the State of California without reference to principles of conflicts of laws.

6.10 **Headings.** The article and other headings contained in this Subcontract Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Subcontract Agreement.

6.11 Independent Contractor. Employees and agents of Subcontractor shall not be, or be construed to be, the employees or agents of Contractor or of the LAHSA for any purpose whatsoever. Subcontractor and each of Subcontractor's employees and agents are and at all times will be independent contractors with respect to Contractor and County. Nothing in this Subcontract Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between Subcontractor, Contractor or LAHSA.

6.12 Exhibits.

| | |
|-------------|--|
| Exhibit 1.0 | Program Services |
| Exhibit 1.1 | Scope of Required Services (SRS) – Crisis Housing |
| Exhibit 1.2 | LAHSA Facility Standards |
| Exhibit 1.3 | Key Performance Indicator |
| Exhibit 2.0 | Program Budget |
| Exhibit 2.1 | Maximum Amount |
| Exhibit 2.2 | Invoice Template |
| Exhibit 3.0 | Contractor’s Attestation |
| Exhibit 3.1 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions |
| Exhibit 3.2 | Certification Regarding Lobbying |
| Exhibit 3.3 | Certification Regarding Compliance with Americans with Disabilities Act |
| Exhibit 3.4 | Certification Regarding Compliance with Safe Surrender Baby Law |
| Exhibit 3.5 | Certification of No Conflict of Interest |
| Exhibit 3.6 | Contractor Acknowledgement and Confidentiality Agreement |
| Exhibit 3.7 | Contractor Non-Employee Acknowledgement and Confidentiality Agreement |
| Exhibit 4.0 | Employee/Employer Obligations |
| Exhibit 4.1 | County of Los Angeles Terms & Conditions |
| Exhibit 4.2 | General Conditions Precedent |
| Exhibit 4.3 | Insurance Requirements |

6.13 Notices. All notices required, desired or permitted to be given under this Subcontract Agreement shall be in writing and shall be deemed to have been duly made and given when given in person or when sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, or by overnight delivery addressed as follows:

If to Contractor: St. Joseph Center
204 Hampton Drive

Venice, CA 90291
Attn: Dr. Ryan Smith, President & CEO

If to LAHSA: Los Angeles Homeless Service Authority
707 Wilshire Boulevard, 9th Floor
Los Angeles, CA 90017
Director Contracts & Procurement

If to Subcontractor: Venice Community Housing Corporation
720 Rose Avenue
Venice CA 90291
Attn: Erika Lee Co-Executive Director

Any such notice sent by United States mail shall be deemed to have been given forty-eight (48) hours after posting (if addressed and prepaid as set forth above) and notices which are personally delivered or delivered by overnight delivery shall be deemed to have been given when delivered. Each party may change the address to which its notices are to be delivered hereunder, by giving notice as hereinabove provided.

6.14 Severability. If any one or more of the provisions contained in this Subcontract Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Subcontract Agreement shall be construed as if such provision had never been contained herein.

6.15 Third Parties. The parties do not intend to confer and this Subcontract Agreement shall not be construed to confer any rights or benefits to any person, firm, physician, corporation or entity other than the parties and LAHSA.

6.16 Venue. The parties agree that the LAHSA shall be the only proper venue for disputes related to this Subcontract Agreement.

6.17 Waiver. The waiver by either party of a breach or violation of any provision of this Subcontract Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach hereof.

IN WITNESS WHEREOF, the parties have caused this Subcontract Agreement to be executed at Los Angeles, California, effective as of the Effective Date.

“CONTRACTOR”

St Joseph Center

Signature: _____

Print Name: **Dr. Ryan Smith**

Title: **President & CEO**

“SUBCONTRACTOR”

Venice Community Housing Corporation

Signature:  _____

Print Name: **Erika Lee**

Title: **Co-Executive Director**

Exhibit 1.0
PROGRAM SERVICES

➤ Case Management:

- VCHC Shelter Case Manager (CM) to be assigned to provide wrap around case management support to all family members residing in the 8-unit property located at 650 Westminster Ave, Venice, CA 90291. The target is 20 unduplicated families to be served during the term of this agreement, which is not provided by St Joseph center.
 - The primary focus of VCHC CM will be the day to day management of the facility.
1. 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.
 2. Contractors must allow for intake of new participants during extended hours such as weekends and evenings within each Contractor's capacity to allow for intakes during extended hours.
 3. Direct Support Services: Contractors providing RM-IH are funded for and must offer the following services directly to participants in the program:
 4. Twenty-four (24) hour bed availability
 - a. Case Management
 - b. Document Collection
 - c. Resource Coordination Meetings
 - d. Problem-Solving
 - e. Connection to LA County's Mainstream Benefits/Services
 - f. Connection to Employment Development/Placement Programs
 - g. Harm Reduction Services (e.g., sharps containers, overdose prevention resources, amnesty lockers)
 - h. Residential Supervision
 - i. Crisis Intervention & Conflict De-escalation
 - j. Restrooms & Showers
 5. Problem-Solving Intervention (Diversion): The first conversation upon entry will be to assess the possibility of assisting the household to quickly self-resolve their housing crisis through connection/ reconnection with their social support network, connection to community resources, or limited Problem-Solving Assistance Funds (PSAF) provision. For additional information, please see Problem-Solving: A Guide for Implementation and Best Practices which can be accessed here: <https://www.lahsa.org/documents?id=3899-problem-solving-a-guide-for-implementation-and-best-practices-3899.pdf>.
 - a. Problem-Solving Housing Outcomes include (1) maintaining permanent housing, (2) moving in temporarily with family/ friends, (3) moving in permanently with family/ friends, (4) relocation out of town, and (5) identifying new permanent housing.
 - b. If it is determined through Problem-Solving (Diversion) conversations that one-time financial assistance is needed to resolve the participant's housing crisis and successfully divert entry into or quickly exit from the (Crisis/Bridge) Housing for Adult Program, the Contractor must review household eligibility and utilize eligible funding to ensure identified outcome. If needed, contractor may submit a request for PSAF (<https://www.lahsa.org/documents?id=3898-form-3898-problem->

[solving-assistance-request.pdf](#)). Contractor can contact Problem-Solving@lahsa.org for general questions and case conferencing or PSAssistanceFunds@lahsa.org for PSAF questions or following up on requests for funds.

- c. If Problem Solving is not initially successful at program entry, Contractor should continue to have ongoing Problem-Solving conversations until a housing outcome is identified while the participant is enrolled in the RM-IH Program.
6. Meal Distribution: All participants must be provided three (3) daily nutritional meals (Breakfast, Lunch, Dinner) provided by the Contractor or a subcontracted vendor. Contractor must make accommodations for participants with dietary restrictions or who miss the designated mealtime to ensure that they still receive their meals. If the shelter provides a kitchen facility for participants to prepare meals, 3 meals are not required to be provided, but the contractor is required to provide supplementary support when requested.
7. Security: Contractor is required to oversee and promote the safety of RM-IH Programs participants, staff, and invited guests. The contractor must take a trauma-informed approach to providing security at the site and have standard operating procedures to ensure safety of all residents.
8. Emergency Naloxone Administration: All interim housing provider staff must be trained to administer Narcan to participants experiencing an opioid overdose emergency and responsible for maintaining an inventory of Narcan.
9. Communicable Disease Prevention and Response Practices: Contractor must abide by all screening, prevention, and response practices designated by the LA County Department of Public Health (DPH). Contractor will ensure
10. Roadmap Interim Housing Program SRS
11. Updated 5 3/29/24
12. that staff and participants adhere to any Orders issued by the State or County's Health Officer when in effect. Please see LAHSA Program Standards for additional guidance.
13. Case Management Services: Case Management Services are provided by RM-IH Programs staff to help participants access permanent housing. The primary objective of Case Management/ Support Services for RM-IH Programs is to support participants with obtaining any documents needed to become "Document Ready." Additionally, case management shall also include an organized approach to tracking and managing participant progress including referrals and connections to Housing Navigation and permanent housing programs.
 - a. Contractor must provide Case Management offered in accordance with Housing First and trauma-informed care principles to help participants self-resolve their housing crisis and/or be connected to a permanent housing provider.
- 18.2. 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.

- b. To maintain the momentum of participants' progress towards obtaining permanent housing, the Contractor must offer case management services to each participant at least one (1) time per month. The frequency of how often case management services is offered to each participant can be increased depending on need and availability.
 - c. Contractors must support participants with obtaining documents needed for permanent housing placements including but not limited to: Government Issued Identification Card, Social Security Card, and other necessary documents to move swiftly into permanent housing.
 - i. Support with document collection includes assisting participants with completing applications and accompanying them to appointments.
 - d. All efforts on behalf of the Contractor to engage a participant in case management services should be documented in HMIS and the response from the participant.
 - i. Case notes in HMIS should be documented in a manner that is succinct, objective, and factual.
- 14. 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.
 - a. The specific ratio of staff members to participants for case management services should be determined through consultation with Supervising or Managing level staff, taking into consideration the frequency of services needed for participants based on individual need.
- 15. Resource Coordination Meetings: Interim Housing contractors are required to coordinate and support oversight of program placements between service providers for participants to move swiftly into permanent housing. Contractors will hold regular meetings with Housing Navigation and Time Limited Subsidy service providers to coordinate care and movement into permanent housing and will have access to overall planning for participants.
 - a. Contractor is responsible for submitting referrals to Housing Navigation in HMIS for eligible participants when Housing Navigation slots are available to them.
- 16. Roadmap Interim Housing Program SRS
- 17. Updated 3/29/24
- 6
 - a. Contractor is expected to follow any prioritization guidance for HN referrals approved by the CES Policy Council.
 - b. Contractor should refer to this Interim Housing to Housing Navigation Implementation Training for additional guidance: <https://www.lahsa.org/documents?id=6975-lahsa-ih-to-hn-implementation-training>.
- 18. 20.4. Contractor must comply with any forthcoming guidance regarding Resource Coordination Meetings and the referral process linking participants to Housing Navigation services.
- 21. Mainstream Benefits: Contractor must establish procedures for referring eligible and interested

participants to mainstream benefit services (e.g., services available through Department of Social Services, Department of Health Services – Countywide Benefits Entitlement Service Team (CBEST), Department of Mental Health, Department of Public Health - Substance Abuse Prevention and Control (SAPC)).

19. Employment Development/Placement Programs: Contractor must establish and maintain effective working relationships with employment programs, such as local Work Source Centers to assist participants in engaging in services to prepare for and obtain employment. The goal of these services is to improve the participant's financial situation to increase the participant's ability to live independently.

20. LENGTH OF ENROLLMENT

21. Contractor must strive to assist participants in moving out of the RM-IH program and into permanent housing as quickly as possible. The total length of stay can and should be individually determined, based on the participants need. Progress and engagement towards housing goals must be documented and reviewed when a participant is approaching an initial 90-day length of stay and, so long as participant stays in the program, every 90 days after. See Appendix I for details regarding reasons for extension and required documentation.

22. PROGRAM PARTICIPATION GUIDELINES

23. Contractor 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. These guidelines must be presented to LAHSA staff before operations start for review and approval by LAHSA.
 - a. Program participation guidelines must incorporate language to support a Low-Barrier, Harm Reduction, and Housing First approach required of all programs.
 - b. Program participation guidelines must be participant-centered to minimize barriers to accessing an RM-IH program bed and prevent/minimize exits from program due to Rule violations.
24. 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 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.
25. Contractor must abide by the LAHSA Interim Housing Exit and Termination Standards document and develop and document clear Termination Policies and related procedures that align with these expectations.

HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

26. Contractor shall refer to LAHSA Program Standards for details regarding Contractor requirements for utilization of HMIS.
27. Providers are required to enter nightly bed services for all participants who are occupying a bed at their site. A bed service must be entered for any participant who is physically occupying their bed at any point in the 24-hour day. Flexibility should be granted to participants who keep a non-traditional sleep or work schedule when entering bed services.
 - a. A bed service is not applicable to any other service that a participant may be receiving from the RM-IH Program.
28. Program enrollments, program exits, and bed services must be entered in HMIS within one (1) business day following the provision of services or change to a participant's program status.
29. When exiting a participant from the program, 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.
30. With any participant, the Contractor must complete a Status Change Assessment when there are changes in regular Income (as defined in the HUD Data Standards), Employment Status, and/or Disabling Conditions and Barriers as Status Update Assessments throughout their program enrollment.

PARTICIPANT FILE

31. Contractor must maintain a hard case file for each participant.
32. Collection of identification and income verification documents is recommended but not required for enrollment into the program. If participant does not have these documents at the time of program entry, Contractor must assist participant with obtaining them. Once obtained, copies of these documents must be kept in the participant's file.
33. Core documents for RM-IH Programs Participant Files include the following, but are not limited to:

| Document | Guidance |
|---|--|
| Participant | Required - See Appendix I for details. |
| Program Participation Guideline Agreement | Agency created form. Must be dated and signed by the participant and Contractor and must indicate that the program site does not establish tenancy |
| Grievance Procedure Acknowledgement | Agency created form. Must be dated and signed by the participant and Contractor. See LAHSA Program Standards for additional guidance. |
| CES Initial Assessment | Complete in alignment with procedures developed by LAHSA. |
| Verification of Homelessness | Required – Use the LA COC Homeless Verification Form (Form 6053) located here: https://www.lahsa.org/documents?id=6053-la-coc-homelessness-verification-form-6053-.pdf . |

| Document | Guidance |
|--|--|
| Income Documents | Current proof of income must be uploaded to HMIS if it has not already been uploaded. If proof of income is outdated or not currently available, the participant should complete Form 1087 - Self Declaration of Income/ No Income Form and the form should be uploaded to HMIS. |
| Housing and Services Plan | Optional - Use LAHSA-approved form and track the date the Housing and Services Plan was completed in HMIS. Form is located here: https://www.lahsa.org/documents?id=1186-form-1186-housing-services-plan-english-.pdf . |
| Budget Tool | Optional, use as needed |
| Case Notes | Required- Enter into HMIS |
| Exit Summary Form or Agency-specific exit form | Required- Use the LAHSA-approved Exit Summary Form located here: https://www.lahsa.org/documents?id=1081-form-1081-exit-summary.pdf . Contractor can also use their agency-specific exit form. |
| Notice(s) of Noncompliance and/or Termination Notice | Required (as applicable)-Documents must also be uploaded to HMIS. Refer to LAHSA Interim Housing Exit and Termination Standards document for further guidance. |

FACILITIES AND OPERATIONS

34. Harm Reduction and Trauma Informed Program Design: These principles shall be incorporated into all aspects of the program's facility. Core design components are listed below.

- a. 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 a regular review of policies to update practices and guidelines to make them as relevant as possible to the participants being served.
- b. Contractor must utilize the Trauma-Informed Organizational Toolkit to self-assess its program and facility for fidelity to the trauma-informed model and to develop aligned policies and procedures. (Trauma-Informed Organizational Toolkit – <https://www.lahsa.org/documents?id=1691-trauma-informed-organizational-toolkit.pdf>)
- c. Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.

- i. 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.
 - d. Sharps Container - Contractor must ensure that a sharps container is available on-site and is accessible to participants. Sharps must be disposed of in an appropriate manner.
 - e. Amnesty Lockers - Contractors shall provide amnesty lockers for participants to discreetly lock and store personal property before entering the shelter. Contractor is expected to develop Policies and Procedures regarding the use of amnesty lockers.
 - i. Items stored in amnesty lockers may not be accessible to program participants while within the grounds of the Interim Housing program.
35. Contractors must return participant's items upon participant request, and upon exiting the grounds of the RM-IH Programs.
36. 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.
37. Pets: As pets often provide important companionship for participants, Contractors are encouraged to accommodate incoming participants with pets within their capacity to do so. The term "pet" refers to a participant's animal(s) that is not otherwise identified as a Service Animal or Emotional Support Animal. Contractor are encouraged to develop policies and procedures for working with participants with pets.
- a. The recommendation in Section 36 is specific to pets not classified as Service Animals or Emotional Support Animals. Contractors are still required to adhere to state and federal laws regarding providing reasonable accommodation to participants with service animals or emotional support animals. Please see LAHSA Program Standards for further guidance on Service Animals and Emotional Support Animals.
38. Contractor must allow for twenty-four (24) hour access to the RM-IH Programs for participants. Contractor may implement quiet hours when needed, such as to address the following:
- a. Community agreements
 - b. A desire not to create sleep disturbance if in communal areas
 - c. Good neighbor policies
39. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.
40. Contractor must return funds and/or possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.
41. The facilities used to provide RM-IH Programs 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.

42. Contractor shall provide basic furnishings in the bedrooms and common areas of the facility.
43. All shared bedrooms must be in compliance with LAHSA's Equal Access Policy.
44. Contractor must provide accommodation for mixed-gender and same-gender couples, as available.
45. 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. Appropriate pandemic mitigation measures must be in place and consultation with LAHSA staff if bed spacing changes are made or required by the Department of Public Health.
46. The facilities must also provide, at a minimum, a laundry facility (or provide participants with assistance connecting to laundromat services) so that they can wash their clothing. See LAHSA Facility Standards for further guidance.
47. On-site storage: Contractor must provide each participant with access to storage for personal possessions which they should have access to during their time in the RM-IH Programs. 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

48. Please see the LAHSA Program Standards and LAHSA Facility Standards for a detailed description of additional requirements.
49. Contractor must submit copies of all Policies and Procedures to LAHSA for approval within ten (10) business days of a site opening OR when new policies/procedures are created OR when changes are made to existing policies and procedures.
50. Policies and Procedures that must be submitted to LAHSA for approval include, but are not limited to:
 - a. Participant guidelines
 - b. Mental health crises and psychiatric emergencies
 - c. On-site substance use and substance use-related emergencies
 - d. Conflict response and de-escalation
 - e. Threats, physical altercations, and incidents of violence
 - f. Participant exits (voluntary and involuntary)
 - g. Re-enrollment of previously exited participants

51. Storage, training, and distribution of Narcan

PERSONNEL

52. Contractors operating 15 or more RM-IH Program beds must have at least one Master level staff (MSW/MFTI, or similar) to: assist with crisis intervention; oversee case coordination; provide regular clinical supervision to all case management staff; and regular trainings with other operations

staff, e.g. security guards. Staff will need to be available 1 day per week and on call as needed. Please refer to LAHSA Program Standards for additional requirements related to program personnel.

53. Contractor must assign staff with background experience and expertise to provide the services required in the Scope of Required Services (SRS).
54. Contractor must abide by the list of required staff trainings outlined in the LAHSA Program Standards.
 - a. In addition to the trainings outlined in the LAHSA Program Standards, Contractor is required to ensure all support services staff complete a training on administering Naloxone (NARCAN) to a participant in the event of an opioid overdose.
 - b. Direct-service staff are to be offered and required to participate in ongoing training on topics such as trauma-informed care, harm reduction, housing-first, and low barrier access topics. See Appendix II for more information.
55. Contractor must comply with any additional required trainings as directed by LAHSA.

➤ Case Conference Meetings:

- VCHC Case Manager will attend a case conference meeting once a week on Wednesdays from 8:30am to 10:00am throughout the month to triage new referrals and problem solve difficult cases.
VCHC CM will provide a client roster with pending issues to be shared during the weekly meetings.
- The Director of Programs at VCHC; Division Manager, and CES Families Program Manager at SJC will meet on a bi-weekly basis to discuss outcomes and other programmatic or administrative issues.
- VCHC program staff will participate in quarterly, collaborative meetings with SPA 5 agency participants to discuss outcomes and other programmatic or administrative issues. This includes SJC program staff, VCHC program staff, and other collaborative partners.

Subcontractor shall ensure provision of appropriate services to LAHSA's diverse population through training in culturally appropriate treatment and through the use of bilingual staff and/or the use of a culturally diverse staff. Subcontractor shall provide evidence of maintenance of valid California Driver's License and eligibility for insurance for all staff or subcontractors working under this Agreement.

Subcontractor warrants that it has all necessary licenses, permits approval, certifications, waivers, and exemptions necessary for the provision of services here under and required by the laws or regulations of the United States, State of California, LAHSA and all other appropriate governmental agencies, and agrees to maintain these throughout the term of this agreement. The subcontractor also agrees to maintain those licenses required by the State of California. Subcontractor shall provide Contractor with copies of all licenses permits, approvals, certifications, waivers and exemptions.

Contractor has no responsibility for Subcontractor's allocation of cost outside of this Agreement, particularly in respect to any other services delivered by Subcontractor under any other sources of funding.

Exhibit 1.1
SCOPE OF REQUIRED SERVICES (SRS)– Crisis Housing
(Attached)

Exhibit 1.2
LAHSA FACILITY STANDARDS
(Attached)

Exhibit 1.3
KEY PERFORMANCE INDICATOR

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. Crisis Housing

1.1. Crisis Housing for Families

| Crisis Housing (for Families Only) | | |
|------------------------------------|---|-------------|
| No. | Metric | Target Goal |
| 1. | Exits to Permanent Housing Destination* | 40% |
| 2. | Average Nightly Bed Utilization Rate | 95% |

* A “Permanent Housing Destination” is defined as any program exit to any of the following Exit Destinations:

| Exit Destination Description |
|--|
| Moved from one HOPWA funded project to HOPWA PH |
| Owned by client, no ongoing housing subsidy |
| Owned by client, with ongoing housing subsidy |
| Permanent housing (other than RRH) for formerly homeless persons |
| Rental by client in a public housing unit |
| Rental by client, no ongoing housing subsidy |
| Rental by client, with GPD TIP housing subsidy |
| Rental by client, with HCV voucher (tenant or project based) |
| Rental by client, with other ongoing housing subsidy |
| Rental by client, with RRH or equivalent subsidy |
| Rental by client, with VASH housing subsidy |
| Staying or living with family, permanent tenure |
| Staying or living with friends, permanent tenure |

Exhibit 2.0
PROGRAM BUDGET

Venice Community Housing Corporation (VCHC)
Westminster TLC Budget

For Crisis Housing services to St. Joseph Center for the period of **July 1, 2024** through **June 30, 2025**

| Westminster TLC | Budget Amount |
|--|----------------------|
| <i>Shelter/Operations Staff</i> | |
| Program Manager- 1.0 FTE | 74,263.00 |
| Program Assistant- 0.5 FTE | 27,690.08 |
| Maintenance - 0.1 FTE | 8,850.45 |
| Co-Executive Director 0.1 FTE | 14,420.01 |
| Director of Operations 0.05 FTE | 6,180.00 |
| Sr. Mental Health Specialist 0.05 FTE | 3,978.38 |
| Fringe Benefits | 32,690.76 |
| Program Manager- 1.0 FTE | 74,263.00 |
| <i>Case Management/Direct Client Supports</i> | |
| Transportation/Outings | 2,500.00 |
| Other Flex Funds | 4,000.00 |
| <i>Operating Expense</i> | |
| Staff Development & Trainings | 2,000.00 |
| Food Costs | 5,500.00 |
| Grounds | 1,200.00 |
| Utilities | 11,200.00 |
| Janitorial Contract | 1,000.00 |
| Pest Control | 780.00 |
| Phone/fax/internet | 5,100.00 |
| Other (computer consultants, permits/licenses, etc.) | |
| Trash Removal | 7,000.00 |
| Taxes & Insurance | 13,000.00 |
| Program, Office & Janitorial Supplies | 3,500.00 |
| Maintenance/Materials/Contractors | 18,069.32 |
| Total | \$242,922.00 |

Exhibit 2.1

MAXIMUM AMOUNT

The reimbursement for approved services provided by Subcontractor under this agreement will not exceed **Two Hundred Forty Two Thousand Nine Hundred Twenty Two Dollars (\$242,922.00)** (the “Maximum Subcontract Amount”) for fiscal year 2024-202.

Funding for this Agreement is provided by County of Los Angeles - CoC HHAP funds. Further, LAHSA reserves the right to change the amount of compensation and the funding source set forth herein in the event that the County of Los Angeles or the City of Los Angeles decreases funding available for this Project.

Exhibit 2.2
INVOICE TEMPLATE

INVOICE

No.: _____

Date: _____

Bill TO: St. Joseph Center
 204 Hampton Drive
 Venice, Ca 90291
 310-396-6468

| PERIOD COVERED | JULY 1, 2023 | JULY 31, 2023 | BUDGET AMOUNT |
|---|-----------------|------------------|----------------|
| | | | \$148,850 |
| Description | | | Invoice Amount |
| Program Supervisor | | | |
| Program Assistant (\$15 per hour X 15 hours per week) | | | |
| Fringe Benefits (Program) | | | |
| Maintenance Supervisor | | | |
| Maintenance Worker | | | |
| Custodian | | | |
| Fringe Benefits (Facility) | | | |
| Grounds | | | |
| Repair/Maintenance | | | |
| Insurance-General Business | | | |
| Materials/Supplies | | | |
| | | | |
| TOTAL | | | \$0.00 |

Please make check payable to :

Venice Community Housing Corporation
720 Rose Avenue
Venice CA 90291

Exhibit 3.0

**CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS MEMBERS IS RESTRICTED,
EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY
FEDERAL OR STATE PROGRAM**

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State Government against Contractor or one or more staff members barring it of the staff members from participation in a Federal or State funded program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded program?

_____ NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded program.

_____ YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded program. Describe the particulars in detail below.

Signature of Contractor

Erika Lee, Deputy Director

Printed Name of Responsible Manager

Exhibit 3.1
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

1. 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.
2. 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.
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
5. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State, or local) transactions terminated for cause or default.

Erika Lee, Deputy Director

Printed Name and Title

Signature

Exhibit 3.2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any amendment or modification of said documents.

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

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

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

(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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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. Any person who requests or receives more than \$100,000 of TCAP

funds, whether as a grantee, a sub-grantee, a contractor, or subcontractor at any tier, is required to submit this certification to the next tier above (e.g., **a subcontractor must submit this certification to the contractor**).

Erika Lee, Deputy Director

Printed Name and Title

Signature

Exhibit 3.3
**CERTIFICATION REGARDING COMPLIANCE WITH AMERICANS WITH
DISABILITIES ACT**

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

Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42

U.S.C. 12101 et seq. and it's implementing regulations.

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

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

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

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

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

Erika Lee, Deputy Director

Printed Name and Title

Signature

Exhibit 3.4
**CERTIFICATION REGARDING COMPLIANCE AND ACKNOWLEDGEMENT OF
COUNTY'S COMMITMENT TO SAFELY BABY LAW**

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

1. Subcontractor 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 encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- 2 Subcontractor agree to abide by the terms of the Safely Surrendered Baby Law, located at the following LAHSA link: <https://www.lahsa.org/documents?id=5415-exhibit-j-safe-surrender-baby-law>
3. Subcontractor shall 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.

Erika Lee, Deputy Director

Printed Name and Title

Signature

Exhibit 3.5
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.

Erika Lee, Deputy Director

Printed Name and Title

Signature

Exhibit 3.6
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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 3.7
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Homeless Services Authority (LAHSA). LAHSA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of wages 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 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 Funder(s) 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 pursuant to any agreement between any person or entity and LAHSA or its Funder(s).

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 Funder(s), any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of LAHSA and its Funder(s), 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 Funder(s) and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and its Funder(s). In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA or its Funder(s). LAHSA and its Funder(s) 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 with LAHSA and its Funder(s), LAHSA and its Funder(s) 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 the above-referenced Contractor for LAHSA and its Funder(s). 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 the above-referenced Contractor and LAHSA and its Funder(s). 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 LAHSA and its Funder(s), 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 the above-referenced Contractor or LAHSA and Funder(s) employees who have a need to know the information. I agree that if proprietary information supplied by other LAHSA and Funder(s) vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced 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 to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit 4.0

EMPLOYEE/EMPLOYER OBLIGATIONS

1. 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:
 - i. 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.
 - ii. 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.
 - iii. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
 - iv. 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.

2. 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.

3. 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:

- i. 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
- ii. 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:
 - i. 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).
 - ii. 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.
- iii. 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.

4. 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.
 - i. The property shall be used and maintained by Contractor as follows:
 - 1. Property shall be used solely in the performance of this Agreement; and
 - 2. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:
 - i. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - ii. Subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - iii. 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
 - i. 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.
 - ii. The term "financial or other interest" includes, but is not limited to:
 - 1. 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.
 - 2. 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.

- iii. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. 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.

24. Required Clearances for Staff, Volunteers, and Clients

a. Security Clearance of All Staff and Volunteers

- i. 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.
- ii. 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

- i. 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:

1. Screening for all employees and all volunteers in direct contact with Program Participants;
2. Screening Program Participants for symptoms of infectious TB as specified in Exhibit A, Statement of Work;

- ii. 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.
- iii. 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.
- iv. 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.

Exhibit 4.1
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.

Exhibit 4.1 (continued)
Attachment 1
County of Los Angeles
Terms and Conditions

Internal Revenue Service No. 1015

[https://www.irs.gov/pub/irs-](https://www.irs.gov/pub/irs-pdf/n1015.pdf)
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

Exhibit 4.2
General Conditions Precedents

General Conditions Precedent apply to all Agreements funded under LAHSA. Additional conditions precedent for Funders apply as identified below. Forms and information regarding policies and ordinances can be located at the following: <https://www.lahsa.org/contracts>

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 6 - Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance*

Attachment 8 - Grounds for Rejection*

Attachment 9 - Contractor Employee 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 16 - Federal Certification and Disclosure Regarding Lobbying*

Attachment 17 - Certification Regarding Compliance with the Americans with Disabilities Act*

Attachment 19 - Contractor’s Affirmative Action Plan

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 Employee 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 4.3
Certificate of Insurance and
Insurance Requirements

(Subcontractor proof of insurance to be attached)