Tiena Johnson Hall, General Manager
Luz C. Santiago, Executive Officer

Anna E. Ortega, Assistant General Manager
Emilyzen Cervantes, Assistant General Manager
Craig Arceneaux, Assistant General Manager

City of Los Angeles

Karen Bass, Mayor

LOS ANGELES HOUSING DEPARTMENT
1910 Sunset Blvd., Ste 300
Los Angeles, CA 90026
Tel: 213.808.8808

housing.lacity.gov

June 3, 2026

Council File: 25-0400
Council Districts: Citywide
Contact Persons:
Edwin Sun
Cally Hardy (213) 808-8653

Honorable Members of the City Council
City of Los Angeles
c/o City Clerk, City Hall
200 N. Spring Street
Los Angeles, CA 90012

COUNCIL TRANSMITTAL: REPORT FROM LOS ANGELES HOUSING DEPARTMENT WITH AMENDMENTS TO RENTER PROTECTION AND HOMELESSNESS PREVENTION PROGRAM (RPHP) ALLOCATIONS IN LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHSA) FY 2025-26 EXPENDITURE PLAN FOR PARTICIPANTS ENROLLED IN A TIME LIMITED SUBSIDY PROGRAM, AND RELATED IMPLEMENTATION ACTIONS

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully submits this report in order to clarify and advance the City Council's previous directives for deploying the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) funding source. This transmittal makes updates and corrections to the Renter Protection and Homelessness Prevention (RPHP) category of the City's Fiscal Year (FY) 2025-26 LACAHSA Expenditure Plan, approved by the Council on February 9, 2026 (Council File 25-0400).

This report provides additional information on recommended use of available LACAHSA RPHP funds to provide Emergency Rental and Flexible Financial Assistance or Short-Term Income Support to support housing stability for participants enrolled in a Time Limited Subsidy (TLS) program, including identification of supplemental funding sources that are necessary to bridge funding gaps.

Additionally, in response to LACAHSA's staff requests, this transmittal proposes minor changes to the RPHP calculations to bring the City's funding into technical conformance with LACAHSA requirements. This transmittal does not change the previously approved recommendation that this year's RPHP funding be set aside for a City Time Limited Subsidy (TLS) program.

RECOMMENDATIONS

I. That the City Council, subject to the approval of the Mayor:

A. APPROVE the revised Expenditure Plan for the Renter Protection and Homelessness Prevention (RPHP) LACAHSA Eligible Jurisdiction funds for Fiscal Year 2025-26, as submitted by LAHD in this report, and INSTRUCT LAHD to submit the revised Expenditure Plan to LACAHSA.

B. AUTHORIZE the General Manager of the LAHD, or designee, to amend Contract No. C-204613 with Housing Operations and Management, Inc. (HOM) to increase the contract amount by $36,345,999, for a new total contract amount not to exceed $81,931,999, to provide emergency rental assistance and income support for the Alliance TLS Program, in substantial conformance to the draft document attached (see Attachment A), subject to contractor's performance, funding availability, and approval of the City Attorney as to form.

C. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and make necessary technical adjustments consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

BACKGROUND

The City Council approved the City's FY 2025-26 LACAHSA Expenditure Plan on February 9, 2026 and LAHD submitted the approved Expenditure Plan to LACAHSA on February 2, 2026 while mayoral concurrence was pending. The Expenditure Plan is comprised of three funding categories which each must be expended consistent with LACAHSA's Transitional Program Guidelines:

- Production, Preservation, and Ownership (PPO)
- Renter Protection and Homelessness Prevention (RPHP)
- Technical Assistance (TA)

Based on review of the City's Expenditure Plan, LACAHSA staff requested revisions to the RPHP portion of the allocations to bring the Expenditure Plan into full compliance with LACAHSA requirements. The PPO and TA portions of the City's Expenditure Plan were approved by LACAHSA and therefore no revisions are necessary to the approved PPO and TA budget allocations.

Additionally, LAHD has coordinated with the Office of the City Administrative Officer (CAO) to identify additional information on how the available LACAHSA RPHP funds can best be paired with supplemental funding sources to bridge funding gaps and enable use of LACAHSA funds to support housing stability for participants enrolled in a TLS program. This report further discusses this spending and implementation plan.

DISCUSSION

RPHP Program Allocation Revisions

Minor technical revisions to the approved RHPP Expenditure Plan are necessary to comply with LACAHSA requirements regarding the minimum allocation of RPHP funding to the Emergency Rental and Flexible Financial Assistance (ERFFA) Program. LACAHSA staff have reviewed the City's FY 2025-26 RPHP Expenditure Plan and directed a change in how the ERFFA minimum allocation is calculated. The version approved by the Council calculates the 40% ERFFA minimum allocation *after* setting aside 12.5% of the RPHP budget for Program Administration Costs (PACs). LACAHSA staff have directed that the City revise the ERFFA minimum allocation calculation by setting aside 40% of the total RPHP allocation *before* administrative set-asides. With a total City RPHP allocation of $41,538,285 in the current fiscal year, the minimum amount that the City must ordinarily allocate towards ERFFA is therefore $16,615,314.

In calculating how to meet that $16,615,314 minimum amount of ERFFA spending, the City identified additional funding that can be counted towards the floor. Specifically, LAHD has identified an additional $861,424 in FY 2025-26 Permanent Local Housing Allocation (PLHA) funding programmed for rental assistance in FY 2025-26 that would count towards meeting the ERFFA spending minimum. These funds were originally programmed in calendar year 2020 as part of the City's PLHA Five Year Plan Allocation, which sets aside five percent (5%) of PLHA funds each year for Eviction Protection Payment Assistance (C.F. 19-0685). Based on the State Department of Housing and Community Development (HCD) award letter for FY 2025-26, the five percent (5%) allocation to Eviction Protection Payment Assistance will be $861,424 and will be used to pay rental assistance to resolve evictions. This $861,424, plus the previously identified $3,767,728 in ULA rental assistance spending brings the total City FY 2025-26 spending that can count towards the ERFFA minimum is $4,629,152. Subtracting that amount from the ERFFA spending floor of $16,615,314 means the amount remaining to meet the ERFFA 40% minimum is $11,986,162, which is the amount that LAHD proposes to allocate to ERFFA.

LAHD proposes no changes to the PACs set-aside, taking 12.5% of the City's total RPHP allocation in FY 25-26. This still results in a PACs allocation of $5,192,286.

After providing the required set-aside to the ERFFA use and the maximum allocation to PACs, LAHD proposes to program the balance of the RPHP, or $24,359,837 to ***Short-Term Income Support***.

Table 1 shows the revised Expenditure Plan for the City's RPHP Program Allocation for FY 2025-26.

Table 1: City of Los Angeles Proposed FY 2025-26 RPHP Program Allocations:

FY 2025-26 RPHP Expenditure Plan			
Proposed Program-level Allocations		**Proposed Allocation Amount**	**Percentage**
RPHP Financial Assistance	Emergency Rental and Flexible Financial Assistance (ERFFA)	$11,986,162	28.8%
	Short-Term Income Support (STIS)	$24,359,837	58.6%
RPHP Legal Services and Renter Education	Eviction Defense Program (EDP)	$0	0%
RPHP Program Administration Costs (12.5% of total)		$5,192,286	12.5%
	Total:	**$41,538,285**	**100%**

Implementation of RPHP Funding Through Alliance TLS Program

The reprogramming of the FY 2025-26 LACAHSA RPHP Program funding is proposed to support 1,950 new households under the City's redesigned Alliance TLS program.

Per the CAO report dated January 16, 2026 (C.F. 23-1022-S18), the new Alliance TLS Program has an annual per slot rate of $29,560 ($6,767 for services and $22,793 for rental assistance). The City established a new contract with Housing Operations and Management, Inc. (HOM) to serve as the central fiscal agent to administer the program's rental assistance. The contract with HOM is already supported with $45,586,000 in funding from Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4), which is expected to cover initial security and utility deposits for all 2,000 slots, as well as the following:

- For 1,950 households – the first six (6) months of rent
- For 50 Transitional Age Youth (TAY) households – all 24 months of rent

For the 1,950 households only receiving HHAP-funded rental assistance for six (6) months, the FY 2025-26 LACAHSA RPHP funds would pay for rental assistance for the remaining 18 months of the TLS benefit. This

braiding of HHAP-4 and FY 2025-26 LACAHSA RPHP funding is necessary, because neither funding source alone is sufficient to cover the full 24 months of rent and services costs. Moreover, since LACAHSA Program Guidelines limit RPHP rental assistance to $36,000 per slot, and total rent costs across the program's 24 months are estimated at $45,586, a portion of each slot's rental assistance costs must be funded by a non-RPHP source.

Finally, fully allocating the entire FY 2025-26 LACAHSA RPHP program funding will not cover all projected rent costs for the 1,950 slots. LAHD is currently preparing the FY 2026-27 LACAHSA Expenditure Plan and expects to recommend allocating a portion of the FY 2026-27 LACAHSA RPHP funding to fill the funding gaps.

FISCAL IMPACT

There is no impact to the General Fund through the actions recommended in this report. The contract amendment will be funded by LACAHSA RPHP funds.

Approved By:



TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Attachment A - HOM_C-204613-2_DRAFT

SECOND AMENDED AND RESTATED AGREEMENT
TO CONTRACT NUMBER C-204613
BETWEEN
CITY OF LOS ANGELES
AND
HOUSING OPERATIONS AND MANAGEMENT, INC.
RELATING TO THE
ALLIANCE TIME LIMITED SUBSIDY (TLS) PROGRAM – FINANCIAL ASSISTANCE AGREEMENT

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EXHIBITS

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Exhibit C	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction
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Exhibit E	Management Representation Statement
Exhibit F	Inventions, Patents and Copyrights
Exhibit G	Scope of Work and Contractor Responsibility
Exhibit H	Subcontract and Procurement Procedures
Exhibit I	Professional Fee Schedule
Exhibit J	HHAP-4 Grant Agreement

SECOND AMENDED AND RESTATED AGREEMENT
TO CONTRACT NUMBER C-204613
BETWEEN
THE CITY OF LOS ANGELES
AND
HOUSING OPERATIONS AND MANAGEMENT, INC.
RELATING TO THE
ALLIANCE TIME LIMITED SUBSIDY (TLS) PROGRAM – FINANCIAL ASSISTANCE AGREEMENT

THIS SECOND AMENDED AND RESTATED AGREEMENT to Contract Number C-204613 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, and Housing Operations and Management, Inc. ("Contractor"), a corporation incorporated under the laws of the State of Arizona, with reference to the following:

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RECITALS

WHEREAS, the City entered into a grant agreement (Agreement No. 20-HHAP-0032) with the State of California, Business, Consumer Services and Housing Agency, hereinafter called the Grantor, pursuant to the Homeless Housing, Assistance and Prevention ("HHAP"), pursuant to Chapter 6 (commencing with Section 50216) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established AB101 (Chapter 159, Statutes of 2019), to address the community development needs of the City, and to address the needs of homeless individuals and families in the City; and

WHEREAS, funds disbursed under this Agreement constitute HHAP Funds. HHAP Funds shall be utilized in compliance with the HHAP Program; and

WHEREAS, the Los Angeles Housing Department, ("LAHD"), has been designated by the City to execute contracts and disburse funds for the City's homeless programs as described in the City's grant agreement(s) with the Grantor and certain projects funded by the City; and

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

WHEREAS, the project, the Alliance Time Limited Subsidy Program (the "Project" or "Alliance TLS Program"), which is the subject of this Agreement, has been established by the City as one of the above-described programs, and has been funded in the Homeless Housing, Assistance and Prevention Program budget and the LAHD budget which have been approved by the Los Angeles City Council and Mayor; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to the Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by the City employees; and

WHEREAS, pursuant to City Charter section 371(e)(f), LAHD desires to enter into this agreement based on the competitively procured "Time Limited Subsidy Financial Assistance" agreement by the Los Angeles Homeless Services Authority ("LAHSA") with the Contractor for the purpose of providing fiscal support for the Alliance TLS Program; and

WHEREAS, the Contractor proposes and desires to provide the competent delivery of said services;

WHEREAS, the City and the Contractor entered into an Agreement (C-204613) whereby Contractor shall provide certain services to the homeless population in the City of Los Angeles, said Agreement fully executed on April 28, 2026 (refer to Council File Number 23-1022-S18, approved by City Council on January 28, 2026 and concurred by the Mayor on February 6, 2026, respectively), which together with all amendments thereto, shall hereinafter be referred to as the Agreement;

WHEREAS, the City and the Contractor entered into a First Amended and Restated Agreement on May 12, 2026 as authorized by the City Council and Mayor in Council File 23-1022-S18, approved by City Council on January 28, 2026 and concurred by the Mayor on February 6, 2026, respectively), for the purposes of:

1. Extending the contract end date to September 30, 2027;

2. Updating Section 201, Time of Performance;

3. Adding Section 609, Disclosure of Border Wall Contracting Ordinance, and updating Section 103, Conditions Precedent to Execution of This Agreement, subsection C. regarding the same;

4. Adding Section 1005, Merger; and

5. Updating Exhibit G Scope of Work and Contractor's Responsibility.

WHEREAS, the City and the Contractor are desirous of amending the Agreement in a Second Amended and Restated Agreement to increase the total contract compensation by Thirty-Six Million Three Hundred Forty-Five Thousand Nine Hundred Ninety-Nine Dollars ($36,345,999) from Forty-Five Million Five Hundred Eighty-Six Thousand Dollars ($45,586,000) to Eighty-One Million Nine Hundred Thirty-One Thousand Nine Hundred Ninety-Nine Dollars ($81,931,999) as authorized by the City Council and Mayor in Council File XXXXXX (approved by City Council on (date) and by the Mayor on (date), respectively), for the purposes of:

1. Adding $36,345,999 in Los Angeles County Affordable Housing Solutions Agency (LACAHSA) funds for the following allocations:

    a. $11,986,162 for Emergency Rental and Flexible Financial Assistance (ERFFA)

    b. $24,359,837 for Short-Term Income Support (STIS);

2. Updating Section 301, Compensation and Method of Payment;

3. Updating Exhibit G Scope of Work and Contractor's Responsibility; and

4. Updating Exhibit I Professional Fee Schedule.

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, this Second Amended and Restated Agreement is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Contractor agree that the Agreement be amended and restated as follows:

I. INTRODUCTION

§101. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

B. The Housing Operations and Management, Inc. having its principal office at 5326 East Washington Street, Suite 5, Phoenix, AZ 85034

§102. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

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

    A. The representative of the City shall be, unless otherwise stated in the Agreement:

    Tiena Johnson Hall, General Manager
    Los Angeles Housing Department

1910 W. Sunset Blvd., 3rd Floor
Los Angeles, CA 90026

With copies to:

Lorena Sanchez, Assistant Chief Grants Administrator
Los Angeles Housing Department
1910 W. Sunset Blvd., 3rd Floor
Los Angeles, CA 90026

B. The representative of the Contractor shall be:

Carlos Gonzalez, Senior Vice President
Housing Operations and Management, Inc.
175 E. Olive Ave, Suite 405
Burbank, CA 91502
carlos@hominc.com
310-321-3190

With copies to:

Brian Petersen, Secretary, Chief Financial Officer
Housing Operations and Management, Inc.
5326 East Washington Street, Suite 5
Phoenix, AZ 85034

2. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

3. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

Contractor shall provide copies of the following documents to the City:

A. Proof of insurance as required by the City in accordance with and attached hereto as Exhibit “A” which is incorporated herein by reference.

B. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Contention and Living Wage Policy in accordance with the Los Angeles Administrative Code §10.37 *et seq*. and attached hereto as Exhibit “B” and incorporated herein by reference.

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C. A Certification of Compliance with Slavery Disclosure Ordinance in accordance with §533, First Source Hiring Ordinance in accordance with §534, Border Wall Contractor Ordinance in accordance with §609, and Local Business Preference Ordinance in accordance with §535 available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org, prior to award of a City contract.

D. Contractor was provided with a copy of LAHD Executive Directive Number FY 12-0001 in accordance with Section 601.B and agrees to abide therewith.

E. A Certification of Compliance Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion as attached hereto as Exhibit "C" and incorporated herein by reference.

F. A Certification of Compliance Regarding Lobbying in accordance with City Directive 91-3 (July 27, 1990) attached hereto as Exhibit "D" and incorporated herein by reference.

G. A Management Representation Statement executed in accordance with the City's fiscal policies and attached hereto as Exhibit "E" and incorporated herein by reference.

H. An Iran Contracting Act of 2010 Compliance Affidavit.

§104. CONTRACTOR'S DUTY TO NOTIFY CITY OF CHANGES

A. Contractor agrees to provide the City sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the City's decision to continue this Agreement with the Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under §301 herein, negotiations leading to the sale, merger, or acquisition of Contractor; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.

B. Contractor shall notify the City within five (5) days of changes affecting this Agreement including actions that would change Contractor's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in Contractor's corporate name.

§105. CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from the City, the following documents, and their amendments, if any:

A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with City records, reporting and tracking of customer activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, reporting and tracking of program income.

B. Contractor's Personnel Policy, which incorporates due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.

C. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the City upon Agreement execution. Contractor shall also notify City of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the City under this Agreement.

§106. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

A "AGREEMENT" means this legally binding contract entered into between LAHD and Contractor.

B "AT RISK OF HOMELESSNESS" means:

1. An individual or family who:

   a. Has an annual income below thirty (30) percent of median family income for the area, as determined by HUD;

   b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition; and

   c. Meets one (1) of the following conditions:

i. Has moved because of economic reasons two (2) or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;

ii. Is living in the home of another because of economic hardship;

iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;

iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than one and a half persons (1.5) per room, as defined by the U.S. Census Bureau;

vi. Is exiting a publicly funded institution, or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient's approved consolidated plan;

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

3. A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

C "CITY" means the City of Los Angeles, a municipal corporation.

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D "CHRONICALLY HOMELESS" means:

1. An individual who:

   a. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

   b. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least separate occasions in the last three years, where each homeless occasion was at least fifteen (15) days; and

   c. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

   d. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than ninety (90) days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

   e. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

E "COMMENCEMENT DATE" means the date Contractor shall start providing housing and/or services under the Program funded herein.

F "COMPLIANCE" means that Contractor is in compliance with all terms and conditions of this Agreement including, but not limited to, maintaining documentation (or ensuring that documentation is being properly maintained) of the eligibility of homeless persons served, submission of invoices, financial back-up documentation and program reports by required due dates, and timely submission of written corrective action plans which may be required to resolve programmatic or fiscal deficiencies identified by LAHD.

G "CRISIS HOUSING" (short-term and medium-term) See definition of emergency shelter and transitional housing.

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H "DEVELOPMENTAL DISABILITY" means, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 6001-6007):

1. A severe, chronic disability of an individual that—

   a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

   b. Is manifested before the individual attains age twenty-two (22);

   c. Is likely to continue indefinitely;

   d. Results in substantial functional limitations in three or more of the following areas of major life activity:

      i. Self-care;

      ii. Receptive and expressive language;

      iii. Learning;

      iv. Mobility;

      v. Self-direction;

      vi. Capacity for independent living;

      vii. Economic self-sufficiency; and

   e. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

2. An individual from birth to age nine, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of "developmental disability" in this section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

I "DISABILITY" means:

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1. A condition that:

    a. Is expected to be long-continuing or of indefinite duration;

    b. Substantially impedes the individual's ability to live independently;

    c. Could be improved by the provision of more suitable housing conditions; and

    d. Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;

2. A developmental disability, as defined in this section; or

3. The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

J "EMERGENCY SHELTER" means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general, or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. For purposes of this Agreement, emergency shelter may also be referred to as short-term crisis housing.

K "ESSENTIAL SERVICES" means services to homeless individual or family in an emergency shelter that include the following: case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special population.

L "HHAP" means with the Homeless Housing, Assistance and Prevention Program ("HHAP"), pursuant to Chapter 6 (commencing with Section 50216) of Part 1 Division 31 of the health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019).

M "HOM" or "Contactor" means the Housing Operations and Management, Inc.

N "HOMELESS" means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

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a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

c. An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence, provided that:

   a. The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;

   b. No subsequent residence has been identified; and

   c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

3. Unaccompanied youth under twenty-five (25) years of age, or a family with children and youth, who do not otherwise qualify as homeless under this definition but who:

   a. Are defined as homeless under Section 387 of the Runaway Homeless and Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C.254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a);and

   Must also:

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b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;

c. Have experienced persistent instability as measured by two moves or more during the sixty (60) day period immediately preceding the date of applying for homeless assistance; and

d. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

4. Any individual or family who: Is fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and

   a. Has no other residence; and

   b. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

O "HOMELESS MANAGEMENT INFORMATION SYSTEM" (HMIS) means the information system designated by the Los Angeles Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

P "HUD" means the United States Department of Housing and Urban Development. HUD is also referred to as the Grantor in this Agreement.

Q "PERMANENT HOUSING" is long-term housing that may be accompanied by the provision of supportive services that are designed to enable

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homeless persons to live as independently as possible in a permanent setting.

R "PERSON WITH DISABILITIES" means a household composed of one (1) or more persons at least one (1) of whom is an adult who has a disability.

1. A person shall be considered to have a disability if he or she has a disability that:

   a. Is expected to be long-continuing or of indefinite duration;

   b. Substantially impedes the individual's ability to live independently;

   c. Could be improved by the provision of more suitable housing conditions; and

2. Have a developmental disability, as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6007); or

3. Be the surviving member or members of any family that had been living in an assisted unit with the deceased member of the family who had a disability at the time of his or her death.

S "PROGRAM" or "PROJECT" means the operation of a facility or the provision of shelter and/or supportive services to homeless persons pursuant to the Agreement.

T "PROGRAM COSTS" or "PROJECT COSTS" means any and all costs, fees, or expenses in connection with the operations of the Project and in accordance with the Budget.

U "RECIPIENT" means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by the Grantor to assume financial responsibility and enters into a grant agreement with Grantor to administer assistance.

V "TRANSITIONAL HOUSING" is a type of housing that facilitates the movement of homeless individuals and families to permanent housing within twenty-four (24) months. Services provided in transitional housing must promote residential stability and increased skill level or income in order to prepare homeless persons to live more independently. For purposes of this Agreement transitional housing may also be referred to as medium-term crisis housing.

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II. TERM AND SERVICES TO BE PROVIDED

§201. TIME OF PERFORMANCE

a. The term of this Agreement is from **March 1, 2026** to **September 30, 2027**, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has received and approved all of the documents described hereinabove.

b. The City may, at its discretion, agree to extend the term and/or provide additional funds to Contractor. Funding for contract extensions will be based on the availability to the City of state and/or federal funds and upon the Contractor's successful performance of all terms of this Agreement.

§202. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide contractual services which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

A The detailed Scope of Work is attached hereto as Exhibit "G" and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§203. BUDGET

A Contractor shall submit to the City for approval prior to the disbursement of any funds hereunder a proposed Budget. The Budget shall be prepared in accordance with the budget guidelines to be provided by the City. The Budget is a detailed listing of items for expenditure and scope of service(s) under the terms herein. The Budget shall be submitted with all backup documentation as required and/or a cost allocation plan, if necessary and appropriate. All requests to modify the Budget must be made in writing and must be approved in writing by the City. The Budget shall also describe all subcontractor services to be used by the Contractor and the payment procedures for subcontractors.

III. PAYMENT

§301. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

1. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms and the scope of work (Work Plan)

contained in this Agreement (See Exhibit "G" which is incorporated herein by reference), an up to amount not to exceed Eighty-One Million Nine Hundred Thirty-One Thousand Nine Hundred Ninety-Nine Dollars ($81,931,999) in HHAP-4 and LACAHSA Funding **according to Exhibit I, Professional Fee Schedule,** which is incorporated herein by reference. The foregoing amount represents the up to total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.

Contractor's right to receive compensation is conditioned upon approval of the budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions of this Agreement, as specified herein.

2. In no event shall the final expenditures for the Term exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

3. The dollar amount set forth above is subject to change and may be reduced by an amendment to this Agreement should the City determine that Contractor's performance does not justify the level of funding as provided for herein.

4. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, § 601 herein below.

5. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

6. Expenditures shall be supported by properly executed payrolls, time records, invoices, including subcontractor invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible. Undocumented expenditures shall not be paid under this Agreement.

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7. The City shall pay Contractor for salaries and eligible, allowable, and reasonable expenses as detailed in the approved Budget.

8. Contractor shall not be reimbursed for administrative costs not specifically detailed in the approved cost allocation plan approved in the BS/BD/EP/WP.

9. Contractor shall be paid either on a cost reimbursement or advance basis. If the Contractor were to receive advance funds, it must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. A Contractor on a cost reimbursement basis of payment shall be paid by the City only upon reporting of actual costs incurred.

10. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the city under the False Claims Act (CA Gov Code §§ 12650 et. Seq.) including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

B. Funding of the Agreement

Funding for the Scope of Work and Budget is subject to the continuing availability of City GF and/or other grant funds for this program to the City. This Agreement may be terminated immediately upon written notice to Contractor of a loss or reduction of general funds and/or other grant funds.

C. Payment to Contractor

1. The City makes no commitment to fund this Agreement beyond the term(s) set herein. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance measures, the City may unilaterally reduce the compensation set forth above in compliance with the provisions set forth in this Agreement, upon written notice to Contractor and as set forth by a written amendment.

2. Contractor shall be reimbursed for reasonable and allowable expenses incurred. Unless Contractor has been approved to receive advance payments, all payments shall be on reimbursement basis. Contractors who are on an advance payment plan authorized by the City as described in the Budget shall bill the City for all reasonable and allowable costs incurred.

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3. Contractors not on advance payment plan shall request reimbursements by submitting the cash request, monthly expenditure report and all other documents as required by City. Contractor shall be reimbursed after City has received the monthly expenditure report and all other required documents and after City determines that Contractor has incurred and expended funds for reasonable and allowable costs under this Agreement.

4. Reasonable and allowable costs shall be determined pursuant to the Allowable and Unallowable Cost section herein.

5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

D. Stand-In Costs: Contractor shall identify, document, and account for stand-in costs. These stand-in costs shall be reported to the City on a quarterly basis.

E. Profit: Contractor shall comply with any City Directives regarding profit or return on investment.

F. Indirect Costs: Payment for indirect costs, if any, shall be released in accordance with this Agreement, including Exhibit “H”, Subcontract and Procurement.

G. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to the City.

H. Concurrent Enrollment: If the Contractor is serving customers, concurrently utilizing more than one funding stream, the Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.

I. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.

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J. Overtime Work: Unless specifically stated herein or authorized by the City in writing, Contractor shall not incur overtime work expenditures.

K. Travel: Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R §200.474.

L. Reallocation of Funds: City reserves the right to unilaterally decrease funds allocated to Contractor in the event that the City determines that (i) Contractor has failed to provide adequate services as required in this Agreement, (ii) Contractor, based on its spending pattern as evidenced by invoices submitted, will have unexpended funds at the end of the Term, or (iii) City determines that a reallocation of funds would better meet program objectives. Such reallocation of funds may be by written amendment to this Agreement or unilaterally imposed by the City by written notice to Contractor.

IV. METHODS AND PROCEDURES GOVERNING PAYMENT

§401. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or not released if funds granted to the City are suspended or terminated.

2. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.

3. In the event of a final determination of disallowed costs or a determination of unearned grant funds by either the City, the State, or Grantor, Contractor agrees that it shall pay to the City in non-federal funds, the amount of the final disallowance within thirty (30) days of receipt of notice from the City that such funds are due.

4. Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions contained herein.

§402. FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

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Contractor shall not earn funds provided hereunder prior to the commencement or after the end of the Term. Contractor shall not earn funds subsequent to suspension or termination of this Agreement.

§403. ALLOWABLE AND UNALLOWABLE COSTS

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 5019.

The City reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Contractor use HHAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the City.

An expenditure which is not authorized by this Agreement, or by written approval of the City, or which cannot be adequately documented, shall be disallowed and must be reimbursed to City.

1. To be eligible for payment, costs or expenditures must be made in compliance with the terms herein, and the provisions of 2 C.F.R Part 200, which provisions supersede OMB A-122, and with the principles set forth below:

   A. Be necessary and reasonable for the proper and efficient performance of the Scope of Work and in accordance with the Budget; the City shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

   B. Conform to the limitations within these general conditions and to any governing statutes, regulations, and ordinances.

   C. Be fully documented and determined in accordance with GAAP.

   D. Not be included as a cost or used to meet cost sharing or matching requirements for any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.

2. The following costs, among others, are specifically disallowed:

   A. Bad Debts: Any losses arising from un-collectible accounts and other claims, and related costs.

   B. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.

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C. Contributions and donations.

D. Entertainment: Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodging, and gratuities relating to entertainment, or any political or lobbying activity.

E. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, State, and local laws and regulations.

F. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.

G. Membership Expenses: Costs of membership in any organization that devotes a part of its activities to influencing legislation.

H. Meeting Attendance: Costs of attending meetings directly related to the performance of this Agreement that are not open for attendance on a non-segregated basis.

I. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedures unless specifically waived in writing by the City.

J. Non-Sufficient Funds (NSF) Fees: Fees resulting in bank accounts being overdrawn due to insufficient funds available to cover a transaction(s).

K. Insurance policies offering protection against debts established by the federal government.

L. Costs prohibited by §200.450 include Lobbying or costs related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

M. Advancements or reimbursements for expenditures that are determined by the City to be unallowable must be immediately returned to the City.

N. Grant funds may not be used to supplant existing services.

§404. RETURN OF UNEXPENDED FUNDS

A. Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or

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unearned funds, shall be immediately returned to the City and in no event later than Forty-Five (45) days after completion or termination.

§405. VALIDITY OF FINANICAL DOCUMENTATION SUBMISSIONS

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

§406. PROGRAM INCOME

A Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80, 24 CFR 85.25, and 24 CFR 570.500. Program income includes, but is not limited to, grants, fees that duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

B Interest earned on advances received by Contractor is program income. All interest earned must be reported as part of the Contractor's monthly expenditure report and must be returned to the City quarterly by separate check made payable to the City and which identifies that the amount represents interest earned on advanced funds.

C Any program income must be reported to the City on the expenditure report, and must be returned to the City in accordance with the City's written direction to the Contractor. At the City's discretion, program income may be used to augment the Contractor's program. Use of program income is permitted only by written amendment to this Agreement. Should this use of program income be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with City record retention and audit requirements. The City shall monitor Contractor's compliance with all program income requirements.

D Contractor's failure to comply fully with program income requirements including any City Directives or regulations shall result in findings of disallowed costs.

§407. RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided

hereby. Any program income received after the end of the Term shall be paid to the City as required by 2 CFR 200.80, 24 CFR 85.25, and 24 CFR 570.503(b)(7).

V. STANDARD PROVISIONS FOR CITY CONTRACTS

Any conflicts between the provisions contained in this Agreement (including the attached Exhibits) are to be resolved by applying the more restrictive provision(s). The term “Contract” as used below shall include this Agreement.

§501. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§502. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to the Contractor.

In any action arising out of this Contract, the Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§503. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

§504. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of §505 herein.

§505. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of §503.

§506. EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

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

§507. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§508. SUSPENSION

At the City's sole discretion, the City may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the City until the City gives written notice to recommence the services.

§509. TERMINATION

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by providing the Contractor thirty (30) days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The City shall pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect the termination. Thereafter, the Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the City is entitled to, shall become the City property upon the date of the termination. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Section 8, if the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give the Contractor written notice of the default. The City's default notice will indicate whether the default may be cured and the time period to cure

the default to the sole satisfaction of the City. Additionally, the City's default notice may offer the Contractor an opportunity to provide the City with a plan to cure the default, which shall be submitted to the City within the time period allowed by the City. At the City's sole discretion, the City may accept or reject the Contractor's plan. If the default cannot be cured or if the Contractor fails to cure within the period allowed by the City, then the City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to the Contractor's failure to maintain the insurance required under this Contract, the Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. The Contractor shall not recommence performance until the Contractor is fully insured and in compliance with the City's requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's laws, regulations or policies relating to lobbying, then the City may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. The Contractor shall immediately notify the City if the Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If the Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, the City may terminate this Contract after providing the Contractor an opportunity to present evidence of the Contractor's ability to perform under the terms of this Contract.

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d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the Contractor.

6. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in the manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §509.A “Termination for Convenience”.

8. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, the Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

§510 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its

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directors, officers, partners, employees, or agents to be an agent or employee of the City.

§511 CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City.

Contractor shall not use Subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of Subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of Subcontractors. The City does not have any obligation to pay Contractor's Subcontractors, and nothing herein creates any privity between the City and the Subcontractors.

§512. ASSIGNMENT AND DELEGATION

The Contractor may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

§513. PERMITS

The Contractor and its directors, officers, partners, agents, employees, and Subcontractors shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the Contractor's performance under this Contract and shall pay any fees required therefor. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents that relate to the Contractor's performance of this Contract.

§514. CLAIMS FOR LABOR AND MATERIALS

The Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against the City property (including reports, documents, and other tangible or intangible matter produced by

the Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

§515. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this Contract, the Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§516. RETENTION OF RECORDS, AUDIT, AND REPORTS

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by the City. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by the City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized the City personnel or the City's representatives at any time. The Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the City's written approval, submit the required information to the City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

§517. BONDS

All bonds required by the City shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from to time.

§518. INDEMNIFICATION

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in Interest, the Contractor shall defend, indemnify, and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City,

including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Contractor 's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§519. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City’s actual or intended use of any Work Product (as defined in Section 521) furnished by the Contractor, or its Subcontractors, under this Contract. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

§520. INTELLECTUAL PROPERTY WARRANTY

The Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party’s intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

§521. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions,

processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Contractor or its Subcontractors under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. the Contractor hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. The Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City’s ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the City from seeking or obtaining any other relief to which the City may be entitled.

For all Work Products delivered to the City that are not originated or prepared by the Contractor or its Subcontractors under this Contract, the Contractor shall secure a grant, at no cost to the City, for a non-exclusive perpetual license to use such Work Products for any the City purposes.

The Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that the City’s ownership and license rights of all Work Products are preserved and protected as intended herein.

§522 DATA PROTECTION

A. The Contractor shall protect, using the most secure means and technology that is commercially available, the City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). the Contractor shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Contractor’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Contractor shall begin remediation immediately. The Contractor shall

provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Contractor until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Contractor shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

§523. INSURANCE

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend the City, the Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit "A" hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit "A" hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit "A" hereto. Exhibit "A" is hereby incorporated by reference and made a part of this Contract.

§524. BEST TERMS

Throughout the term of this Contract, the Contractor, shall offer the City the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under this Contract.

§525. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

The Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Contractor's profession, doing the same or similar work under the same or similar circumstances.

§526. MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. 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 City. In performing this Contract, the Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract).

Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§527. CHILD SUPPORT ASSIGNMENT ORDERS

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of the Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§528. LIVING WAGE ORDINANCE

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The Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§529. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§530. ACCESS AND ACCOMMODATIONS

A. The Contractor represents and certifies that:

B. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

C. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

D. The Contractor shall provide reasonable accommodation upon request to ensure equal access to the City-funded programs, services and activities;

E. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

F. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

B. The Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

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§531. CONTRACTOR RESPONSIBILITY ORDINANCE

The Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

§532. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. The Contractor shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. The Contractor shall perform subcontractor outreach activities through RAMP. The Contractor shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall the Contractor reduce their level of effort, without prior written approval of the City.

§533. SLAVERY DISCLOSURE ORDINANCE

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§534. FIRST SOURCE HIRING ORDINANCE

The Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§535. LOCAL BUSINESS PREFERENCE ORDINANCE

The Contractor shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.

§536. IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

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§537. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected the City office, the Contractor, the Contractor's principals, and the Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected the City officials or candidates for elected the City office for twelve (12) months after this Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected the City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§538. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision

§539. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

§540. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY

The Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Contractor shall verify proper truncation of receipts in compliance with FACTA.

§541. COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCE CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at the Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in

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California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§542. POSSESSORY INTEREST TAX

Rights granted to the Contractor by the City may create a possessory interest. The Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the Contractor shall pay the property tax. The Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§543. CONFIDENTIALITY

All documents, information, City Data (as that term is defined in Section §522), and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

§544. CONTRACTOR DATA REPORTING

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

VI. ADDITIONAL STANDARD PROVISIONS

§601. CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any

financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in LAHD Directive FY12-0001 (Directive FY 12-0001"). A copy of Directive FY 12-0001 has been provided to Contractor by LAHD and Contractor acknowledges receipt of Directive FY 12-0001.. No Agreements and/or Amendments will be executed without Contractor's adoption of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors 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:

   a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

   b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

   c. The 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.

3. Definitions:

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a. 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, and daughter-in-law.

b. 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 the 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 a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

F. The 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 sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

G. The 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 the Contractor.

H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

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I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.

K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term “Contractor" and "sub-subcontractor" for "Subcontractor".

L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§602. CITY’S ADDITIONAL REMEDIES

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

§603. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

§604. WORK NOT IN SCOPE OF SERVICES

Contractor shall immediately notify LAHD in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and §202 above. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City’s designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment

providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

§605. FEDERAL, STATE AND LOCAL TAXES

Federal, State, and local taxes shall be the responsibility of Contractor as an independent contractor and not as a City employee.

The Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, its subrecipients, and all eligible activities.

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

§606. INVENTIONS, PATENTS AND COPYRIGHTS

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit F and incorporated herein by reference.

§607. COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State, the County and City of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, orders and/or procedures that apply to the performance of this Agreement.

A Statutes and Regulations Applicable to All Grant Funded Contracts

Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements

governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. Uniform Administrative Requirements

   Contractor shall comply with the provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2. Single Audit Act

   Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §608(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

   a. 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 regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

   b. Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

   a. At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California, and the Employment Development Department, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State of California,

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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.

b. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

5. Labor

a. Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

b. Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

c. Contractor shall and shall cause any contractor and/or subcontractor to comply, as applicable, with the provisions of California Labor Code section 1720 *et seq.* and any implementing regulations of the State of California Department of Industrial Relations related to the payment of prevailing wages on public works projects and California Civil Code section 9550 related to payment bonds for public works contracts in excess of $25,000. Contractor shall and shall cause any contractor and/or subcontractor under this Agreement to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.

d. Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

e. None of the funds shall be used to promote or deter union/labor organizing activities (California Government Code §16645 *et seq.*).

f. Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

g. 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

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Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

6. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by person with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

c. §§503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap.

d. The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age.

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing.

i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made.

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j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

k. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

l. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

m. The Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

7. Environmental

a. Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq*.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).

c. Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

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d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq*.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq*.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

f. Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

g. By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act, Public Resources Code §21000 *et seq*. and is not impacting the environment negatively.

h. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

8. Preservation

   Contractor shall comply with §106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 *et seq*.).

9. Suspension and Debarment

   Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. 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.

10. Drug-Free Workplace

    Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §8102, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

11. Animal Welfare

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Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 *et. seq*.)

12. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds will not be used in contravention of the federal buildings performance and reporting requirements of EO No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 *et seq*.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

13. Contractor shall comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

    Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

14. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with grant funds made available under this Agreement shall be American made.

15. Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200, which provisions supersede the OMB Circulars.

16. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (California Government Code §12650 *et seq.)*, including treble damages, costs of legal actions to recover payments, and civil penalties of up to Ten Thousand Dollars ($10,000) per false claim.

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B Statutes and Regulations of Grant Funded Agreement(s) As Applicable:

Contractor shall comply with the following statutes and regulations as applicable:

1. HHAP Program, including but not limited to Chapter 6 (commencing with Section 50216) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019).

2. ESG Program including, but not limited to, 42 U.S.C. 11371 et. seq., 42 U.S.C. 3535(d) and 24 CFR Parts 91 and 576.

3. CDBG Program, including, but not limited to 42 U.S.C. §5301 *et seq.*, and 24 CFR Parts 84, 85, and 570.

4. Asbestos and Lead-Based Paint: Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP) including insuring that all personnel involved in the abatement of removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

5. Archaeological Sites: If archaeological sites are determined to be located in the vicinity of the program site, a halt work condition is required to allow a state certified archaeologist to assess findings and all work to continue in non-archaeological areas.

6. Federal Acquisition Regulation, 48 CFR, Part 31.

7. City of Los Angeles Ordinance 164244 relating to the 1% fee for public art.

8. If applicable, the grant agreement between the City and the State of California Department of Community Services and Development including its general terms and conditions which are hereby incorporated by reference.

9. If applicable, the Community Services Block Grant Act, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96.

10. If applicable, the California Community Services Block Grant Program, Government Code §12725 et seq., and Title 22, California Code of Regulations (CCR), §100601 et seq

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11. Sweat-free Code of Conduct:

    All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code §6108. Contractor agrees to provide records requested by the Department of Industrial Relations or City to determine compliance with the foregoing requirements.

12. State Nondiscrimination Clause:

    During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

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13. Traveling Expenses:

    Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures. For programmatic-related travel costs, Contractor's reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

14. National Labor Relations Board Certification:

    Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

15. Contractors for Legal Services $50,000.00 or more – Pro Bono Requirement:

    Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

16. Expatriate Corporations:

    Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

C Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

    a. Eligibility for HUD-Assisted or Insured Housing:

        A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall me made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

    b. Prohibition of Inquiries on Sexual Orientation or Gender Identity:

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No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

§608. PROHIBITION AGAINST DUPLICATION OF BENEFITS

Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

§609. Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Section 10.50.

VII. REPORTS, RECORDS AND AUDIT REQUIREMENTS

§701. REPORTING REQUIREMENTS

A. Forms

Contractor shall furnish to the City at the times and on the forms and formats, electronically or manually, as the City may require all records, reports, data, and information pertaining to matters covered by this Agreement.

B. Fiscal Reports

Contractor shall submit to the City the following reports as identified below. Contractor shall submit to the City all required documents in accordance with all City procedures and Directives, which are incorporated herein by reference.

1. Invoices

Contractor is required to submit quarterly invoices on the prescribed forms and based on a budget approved by LAHD. Contractor may submit invoices more frequently. The forms are:

a. Cash Request

b. Expenditure Report

c. Schedule of Subrecipients

2. Closeout

a. Within sixty (60) days following the termination of this Agreement, Contractor shall submit to the City, on forms provided by the City, a complete and accurate final closeout invoice including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify the Budget shall be submitted to the City before final closeout. By submission of the closeout invoice, the Contractor certifies that: (i) Costs reported and payments requested are valid and consistent with the terms of the Agreement; and, (ii) cash payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoice then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement. The City shall provide to Contractor the

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City closeout forms at least thirty (30) days before termination of the Agreement.

c. The close out forms provided by the City are as follows:

i. Subrecipient Release

ii. Subrecipient's assignment of refunds, rebates, and credits

iii. Contract Closeout Tax Certification

C. Program Reports

1. Performance Reports

i. Contractor will submit a quarterly report to the City within forty-five (45) days of the end of the quarter. The report shall include details about progress implementing all contracted programs, with outcomes and metrics described at length in the Scope of Work, including but not limited to:

ii. Participant demographics.

iii. Number of participants served during the reporting period.

iv. Number of participants served to date.

v. Any significant variation from target metrics/service numbers of 20% or more shall be accompanied by a narrative explanation.

vi. At the City's request, all data and project outcomes submitted should be accompanied by back up HMIS data with confidential information to be redacted.

D. Compliance

In the event that reports are not received in a timely manner, the City reserves the right to withhold funds from the Contractor.

§702. MAINTENANCE OF RECORDS

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor (including but not limited to HUD, the State, and/or County) and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of

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eligibility documents are acceptable. These records shall be retained for a period of five years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents 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 the City.

§703. CUSTOMER/APPLICANT FILES

Contractor shall and shall ensure that its subcontractors complete and maintain on-site in each customer's file the following documents, as prescribed by program requirements: (1) application for all applicants; (2) eligibility documents (see note below); (3) assessment documents; (4)standard worksite training agreement (when applicable); (5) progress reports; (6) counseling documents, (7) job development records; (8) exit documents; (9) post placement follow-up documentation; (10) documentation of follow-up services; (11) employer verification documents; (12) verification documents for training completion; (13) written documentation that customer has received: program orientation, supportive services information, City complaint resolution procedures, contractor customer complaint resolution procedures; (14) documentation of supportive services received; and (15) documentation of credential received as a result of training.

NOTE: The City requires Contractor to verify and certify eligibility and maintain in the customer file, on-site, all eligibility documentation prior to, or as of, the date the applicant is registered in the program.

§704. EQUIPMENT RECORDS

A Nonexpendable personal property (equipment) acquired with grant funds shall be properly maintained and accounted for as set forth below.

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below $5,000 but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use,

including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

B All equipment obtained under this Agreement shall have a City Identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

C A physical inventory shall be taken by Contractor and reconciled with the record card annually or at other times as the City shall prescribe.

§705. PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

Prior to the purchase or lease of equipment, Contractor shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term "equipment" as used in this Agreement shall be defined to mean personal property.

Contractor shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment. Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B Purchase of Equipment

All property, real and personal, purchased under this Agreement with grant funds shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with grant funds and deliver a copy of the filing to the City.

The property shall be used and maintained by Contractor as follows:

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1. Property shall be used solely in the performance of this Agreement.

2. No modifications shall be made to the property without the prior written approval of City.

3. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the 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 the City.

C Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval. Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for-profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

   a. All leases of property or facilities procured to house a City program under this Agreement must contain a provision that allows the City, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that the City terminates its Contractor's City Agreement or if Contractor abandons the lease.

   b. All leases of property or facilities procured to house a City program under this Agreement must contain a provision, which provides that any improvements made to the facility or property by Contractor, inures to the benefit of the City, and the City may elect, at its sole option, to remove the improvements.

   c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby the lessor agrees that if lessee's grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with one hundred (120) days written notice.

Contractor shall amend any current lease agreements to incorporate the above provisions.

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2. A copy of all leases and lease amendments must be reviewed and approved by the City prior to signature and be on file with the City prior to the release of funding.

3. Contractor shall not sublease, assign, or amend in any manner leases paid for with funds under this Agreement without prior written City approval.

4. Contractor shall invoice for only that portion of the lease cost that is allocated to the program funded by this Agreement. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

§706. ACCOUNTING PRACTICES

A Contractor shall maintain a system of Internal Control in accordance with standard accounting practices.

1. In accordance with GAAP and City Directives, financial systems shall include:

   a. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, assets, expenditures, and income;

   b. Effective internal controls to safeguard assets and assure their proper use;

   c. A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

   d. Source documentation to support accounting records;

   e. Proper charging of costs and cost allocation and be sufficient to (i) permit preparation of required reports, and (ii) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of the funds; and

   f. “Internal Control” for purpose of this Agreement, comprises the plan or organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

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2. Contractor shall submit its system of accounting procedures and Internal Control to the City before the City disburses any funds to the Contractor.

§707. DOCUMENTATION OF EXPENDITURES

A Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

B Payroll expenditures shall be supported by activity reports that may include but not be limited to case reports, mileage logs, attendance rosters and other documents supporting work related to City contract or program.

C Contractor shall not release funds to any subcontractor for reimbursement of costs, until it has received adequate documentation from the subcontractor that the expenditures are reasonable and allowable under the sub-agreement. Adequate documentation shall include all relevant and related subcontractor invoices and documentation for services rendered with each cash request. All documentation must remain on file at Contractor's office.

§708. AUDITS AND INSPECTIONS

A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California, or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State 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.

B. Access by the Grantor, City, the State, the DOL, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, shall not be denied in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal

programs in a fiscal year equal or exceed $750,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

D. Contractor, should it meet the above threshold, shall annually subcontract with a qualified independent auditor.

E. The audit is to be conducted annually to test the fiscal integrity of financial transactions as well as compliance with the applicable laws and regulations.

F. Contractor, not later than thirty (30) days following receipt of the final audit report and within nine (9) months after the close of Contractor's fiscal year, shall submit a copy of the report to the LAHD Accounting Division.

G. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, the Contractor shall prepare and submit a corrective action plan along with the auditor's reports. The plan shall address all deficiencies and provide specific details on corrective actions to be taken along with the date the action was or will be implemented.

H. If the expenditures under all federal programs are less than $750,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.

I. In the event that Contractor is operating on a for-profit basis, Contractor shall conduct a program-specific annual independent financial and compliance audit in accordance with generally accepted government auditing standards, or an organization-wide audit that includes coverage of the City program within its scope.

J. The City reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of this Agreement:

1. Withhold a percentage of payments, at the City's sole discretion, until the audit is completed satisfactorily and submitted to LAHD, and/or

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2. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the City; and/or Impose the Default, Probation, Suspension and Termination provisions of this Agreement as set forth herein.

K. City, Auditor General of the State, Grantor, Director of the Office of Civil Rights, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting this Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with this Agreement.

L. City may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement; or secure at Contractor's expense the service of independent experts.

M. City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

N. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs, in accordance with the procedures established under the Grant.

§709. CONDFIDENTIALITY OF INFORMATION

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

B. The City and Contractor agree that:

1. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a “need-to-know” basis.

2. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State, and federal laws.

3. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

4. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

5. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party’s authorized staff, subcontractor(s), service providers, or employees.

6. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation. In no event shall said information be disclosed to any individual outside of that third party’s authorized staff, subcontractor(s), service providers, or employees.

§710. SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS

A. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5. Fingerprinting and a background check may be required of other

staff and volunteers depending upon how much contact the staff member will have with minors. The Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

B. Contractor hereby certifies that by signing this Agreement, Contractor shall have Tuberculosis (TB) tests completed on any staff member working with the youth.

C. Contractor shall maintain proof of Security Clearance and TB tests of all staff, including those of the subcontractors, and make these records available for future inspection.

§711. RESTRICTION ON DISCLOSURES

Prior to the release of any reports, analyses, studies, information, or data generated as a result of this Agreement, Contractor shall notify the City of the request to release the information. Release of information shall be coordinated by Contractor and the City and shall be in compliance with state and federal law.

§712. HOMELESS MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

a. Contractor shall report to the City numeric data, statistics, facts, news, details, and information for its City-funded project(s) using forms and formats such as the electronic HMIS prescribed by the City for this purpose.

b. The City shall rely upon and use records and monthly invoices located at the City, and on-site verifications, as needed, to substantiate Contractor's performance and expenditure data, including, but not limited to, enrollment, training services, placement activities, wages, business/job creation, and post-program services status.

c. The City may contact Contractor staff, participants, subcontractors, training institutions or schools to verify the documentation supporting performance and compliance with this Agreement.

§713. INSTALLATION OF FINANCIAL ASSISTANCE SIGN

Contractor shall install, or allow to be installed, for public display upon the program site premises a sign, identifying Contractor as receiving financial assistance from the City and State of California.

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§714. PRESS RELEASES – PUBLIC INFORMATION

Contractor shall make specific reference to the City as the sponsoring agency and that Contractor is an Equal Opportunity/Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community. Contractor shall make specific reference to the City as the sponsoring agency of the program regarding any items that are related to the program funded hereby. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

§715. NOTICE TO CITY OF LABOR DISPUTES

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement Contractor shall immediately give notice thereof, including all pertinent information, with regard to same to City. No funds provided hereby shall be used to promote or deter union organizing.

§716. LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

Contractor shall list all Contractor's job openings with the local Employment Development Department Office when such job openings are funded, in full or in part, through monies provided hereby.

§717. TECHNICAL ASSISTANCE

Should Contractor need technical assistance from the City regarding matters that are the subject of this Agreement, Contractor shall submit a written request to the City identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed.

§718. PROHIBITION OF LEGAL PROCEEDINGS

Contractor is prohibited from using Grant funds received under this Agreement for the purpose of instituting legal proceeding against the City or their officials, employee, or representatives.

§719. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be

included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

B. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the parties.

§720. FAITH-BASED ACTIVITIES

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

1. 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, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

2. 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 grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

3. A religious or faith-based contractor may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.

4. 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.

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

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6. Grant 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.

7. Grant 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 section. 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 the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

§721. CHILD ABUSE

Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act (California Penal Code §11164 *et seq.*), and specifically §§ 11165.7, 11165.9 and 11166 therein.

§722. HHAP AGREEMENT TERMS & CONDITIONS

Contractor shall comply with all relevant terms, conditions, and assurances contained in the HHAP Grant Agreement(s), which are included in this Agreement (including any further HHAP Grant Agreement(s) that may be a part of this Agreement), attached as Exhibit "I", the terms of which are incorporated herein by this reference. Contractor's signature hereto shall constitute a certification of its compliance with the relevant certifications set forth in the HHAP Agreement(s) and all requirements of the HHAP Program including but not limited to Chapter 6 (commencing with Section 50216) of Part 1 Division 31 of the Health and Safety Code, and all other relevant provisions established AB101 (Chapter 159, Statutes of 2019). Contractor understands and agrees that all funds disbursed pursuant to this Agreement must be utilized in compliance with the HHAP Program including but not limited to the HHAP Grant Agreement(s) and all applicable policies, principles, ordinances, statutes, rules, regulations, procedures and requirements. Contractor agrees to enter into an amendment to this Agreement to incorporate any further executed HHAP Grant Agreement(s) that may be a part of the funding for this Agreement when it becomes available.

VIII. SUBCONTRACT AND PROCUREMENT PROCEDURES

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§801. Contractor shall comply with all state, federal and/or City standards in the award 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 comply with subcontracting/procurement requirements set forth in Exhibit "H", which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

IX. REMEDIES

§901. DEFAULTS

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, meet the Performance Standards, start up the program on time, provide services according to plan and/or to benefit customers and the provisions of the Agreement, maintain expenditures at an approved rate in the Budget, resolve performance problems in a timely manner, demonstrate the capabilities to solve identified problems within a specific time, provide necessary fiscal or Management Information Services documents to City in a timely manner, maintain agreed cost per placement or utilize grant funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

A. Notify Contractor of performance deficiencies in accordance with §902 of this Agreement.

B. Withhold the release of funds.

C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on the Insurance Requirement Form and is subject to prior City approval.

D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement.

E. Require Contractor to secure at its own expense the services of independent experts.

F. Require specific performance progress reports for identified time periods.

G. Reduce compensation within the scope of the City's reallocation policy.

H. Suspend operations in accordance with §903 below of this Agreement.

I. Terminate the Agreement.

§902. NOTICE TO CORRECT PERFORMANCE

A. The City may notify Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of such notice, which states the specific performance deficiencies to be corrected.

B. Within five (5) working days, Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.

C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§903. SUSPENSION OF AGREEMENT

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement; and may notify the bank identified on the City form referenced in §301.A.10 above that all funds are frozen pending further notice from the City. This Notice of Suspension shall be effective upon the date of the City's written notice.

B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

C. Within five (5) working days from the date of written City notification, Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

§904. TERMINATION OF AGREEMENT

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall be specified in the notice. The City is not required to use other remedies

provided herein prior to issuing a 30-day notice to terminate the Agreement. Upon the receipt of such notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities or as otherwise approved by the City.

B. Contractor shall retain and not dispose of all documents and related records required by Contractor under this Agreement, in accordance with City Directives or written instructions. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize or record the City's ownership of rights provided herein.

C. Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to this Agreement.

D. In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

E. Upon satisfactory completion and documentation of termination activities, the City shall determine the total amount of funds earned by Contractor.

F. The City may withhold any payments due to Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from Contractor is determined.

G. Subsections B, C, D, E, and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.

H. This Agreement may be terminated immediately for any violation of City Lobbying Ordinances.

I. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

J. If, after notice of termination of this Agreement, under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under

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the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§905. NOTICES OF SUSPENSION OR TERMINATION

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and customers and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days from the City's written notice.

X. MISCELLANEOUS

§1001.COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two (2) parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§1002.SURVIVAL OF TERMS AND CONDITIONS

All terms and conditions of this Agreement which impose a duty, obligation or requirement on Contractor that extend beyond the Term hereof shall survive the termination of this Agreement.

§1003.RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

§1004.COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§1005.MERGER

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This Agreement supercedes all previous written and/or oral agreements, and shall constitute the complete understanding and agreement of the parties relating to the subject matter of this Agreement.

§1006.NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes Seventy-Two (72) pages and ten (10) Exhibits (Exhibits A-J) which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LA Regional Alliance Marketplace for Procurement (RAMP) website.

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[Remainder of the page left intentionally blank.]

[Signatures begin on the next page.]

XI. SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Second Amended and Restated Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, SBN 106866, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: _____
Deputy City Clerk

Date: _____

Executed this _____ day of _____, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Luz C. Santiago
Assistant General Manager

Executed this _____ day of _____, 2026

For: HOUSING OPERATIONS AND MANAGEMENT, INC.

**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign

By: _____
Brian Petersen
Secretary, Chief Financial Officer

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City Business License Number: 0003480614
Internal Revenue Service Number: 860767336

Council File Number	Contract/Amendments	Council/Mayor Approval Dates
23-1022-S18	Original	01/28/2026 & 02/06/2026
23-1022-S18	1st A&R Agreement	01/28/2026 & 02/06/2026
XXXXXXX	2nd A&R Agreement	(date) & (date)

Said Agreement is Number C-204613 of City Contracts, 2nd A&R Agreement

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(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION

ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at https://kwikcomply.org/.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at https://kwikcomply.org/.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date: 04/06/2026

Contractor/Vendor Name: Housing Operations and Management, Inc.

Agreement/Reference: TLS - Financial Assistance Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: $1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured**: Yes**

Min. Limit: $3000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)**: Yes**

Min. Limit: $1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions)**: Yes**

Min. Limit: $2000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

Property Insurance (to cover replacement cost of building - as determined by insurance company)**: No**

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds**: No**

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: https://kwikcomply.org/ and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

General Liability $5 Million Aggregate

Auto $2 Million Aggregate

EXHIBIT A

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. **Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT B
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation (English).pdf and in Spanish at http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation (Spanish).pdf. The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 — Fax: (213) 847-2777

Rev. 08/08

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

Brian Petersen

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brian Petersen

SIGNATURE

04/24/2026

DATE

EXHIBIT C
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Brian Petersen

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brian Petersen

SIGNATURE

04/24/2026

DATE

Exhibit C (cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT D
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Brian Petersen
_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brian Petersen _____ 04/24/2026 _____
SIGNATURE DATE

EXHIBIT E
MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

I. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True [x] False [ ]

II. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls and preventing and detecting fraud and abuse.

True [x] False [ ]

III. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Commissioners, and Committees of the Board of Commissioners which may have a material impact on Contractor's ability to perform the City's Contract.

True [x] False [ ]

IV. Except as recorded or disclosed to you herein, I know of no instances of:

A. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True [x] False [ ]

B. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True [x] False [ ]

C. Actual, forthcoming, or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True [x] False [ ]

V. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True [x] False [ ]

VI. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True [x] False [ ]

VII. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True [x] False [ ]

VIII. I am not aware of any pending litigation, bankruptcy, judgment, liens, and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True [x] False [ ]

IX. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True [x] False [ ]

X. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True [x] False [ ]

XI. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True [x] False [ ]

XII. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True [X] False [ ]

XIII. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True [X] False [ ]

XIV. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True [X] False [ ]

XV. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True [X] False [ ]

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

CONTRACTOR/BORROWER/AGENCY

Brian Petersen

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brian Petersen

SIGNATURE

04/24/2026

DATE

EXHIBIT F
INVENTIONS, PATENTS AND COPYRIGHTS

- Reporting Procedure for Inventions

  If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy and will contractually require its personnel to be bound by the Policy.

- Rights to Use Inventions

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

- Copyright Policy

  1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author, or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.

  2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement, or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

- Rights to Data

a. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

b. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

- Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE

  This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

- Ownership

  - Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

  - For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all

renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.

- For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.

- Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parities in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly indirectly from this Agreement or any subcontract.

- The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.

- Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

- Retained Rights/License Rights

  - Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

  - Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license, or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

- Copyright

  - Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

  - All materials, including, but not limited to, computer software, visual works, or text, reproduced or distributed pursuant to this Agreement that include Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

- Patent Rights

  With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devises or material incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title, and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

- Third-Party Intellectual Property

  Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

- Warranties

  - Contractor represents and warrants that:

    - It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

- Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

- It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

- It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.

- It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.

- It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

- City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

- Intellectual Property Indemnity

  - Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim

is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.

- Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

EXHIBIT G
WORK PLAN FOR CONTRACT NUMBER C-204613
BETWEEN HOUSING OPERATIONS AND MANAGEMENT, INC.
AND
THE CITY OF LOS ANGELES
RELATING TO
ALLIANCE TIME LIMITED SUBSIDY (TLS) FINANCIAL ASSISTANCE PROGRAM AGREEMENT
PROJECT PERIOD: MARCH 1, 2026, THROUGH SEPTEMBER 30, 2027

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Project Description:

Overview: This Scope of Work (SOW) outlines the roles and responsibilities of the contracted fiscal agent, Housing Operations and Management, Inc. (Contractor), in supporting the City's Alliance Time-Limited Subsidy (TLS) portfolio. The Alliance TLS program provides short-term rental subsidies and stabilization services to help participants transition to independent or permanent supportive housing.

Contractor will administer rental assistance payments, manage financial operations, ensure compliance with all applicable programmatic policies and regulations, and promote consistency in program operations between participating Alliance TLS providers. Contractor must use agreed-upon financial tools, collaborate with stakeholders, and provide the City with real-time visibility into expenditures and fund utilization. The City aims to create a standardized, accountable system to expand access to rental assistance. Separately contracted service providers will be responsible for the supportive services, and Contractor will be responsible for managing financial assistance in relation to rental assistance.

Alliance TLS providers will coordinate with Contractor to ensure timely monthly subsidy payments.

I. Definitions:

- Financial Assistance: Direct payments for security deposits, monthly rent, and associated costs.
- Unit Identification and Consolidated Lease Up: LAHSA will separately contract with Contractor to identify a pool of rent reasonable units available to Alliance TLS participants; issue landlord incentives to encourage landlords to participate in the Alliance TLS program; match referred clients to an appropriate unit; negotiate leases; offer participants support to complete all steps and paperwork necessary to lease up and move into their unit; and complete move-out inspections and process damage claims. Through Contractor's separate contract with LAHSA, Contractor and LAHSA will be responsible for unit search and submission of documents related to unit inspection, rent reasonableness, and ownership documentation.
- Time-Limited Subsidy (TLS): A temporary rental subsidy program aimed at transitioning participants to stable housing. TLS services are temporary

services provided to participants to help them stabilize in housing, either with the goal of transitioning off the temporary assistance (independently taking on the rent payment without a subsidy) or transitioning to a permanent housing program that can provide ongoing assistance.

II. Allowable Expenses:

1. Housing assistance payments (HAP)
2. Utility reimbursement payments (URP)
3. Utility deposits
4. Security deposits
5. Utility arrears (within SRS guidelines)
6. Rental arrears (within SRS guidelines)
7. Occasional rental assistance to the landlord to cover unpaid tenant contribution (within SRS guidance)
8. Occasional allowable ad-hoc payments

III. Roles & Responsibilities:

<u>Contractor</u>: Housing Operations and Management, Inc. is responsible for the centralized financial assistance administration of the City's Alliance Time-Limited Subsidy (TLS) program.

<u>Key duties include</u>:

- Rental Assistance Administration:
    - Once verification of participant eligibility has been established by the referring entity, Contractor reviews documentation required for RFTA, unit eligibility, utility allowance, rent reasonableness, and ownership/payee info.
        - Follow up with the LAHSA or the referring program to obtain any missing information.
        - If any referrals are not aligned with Alliance TLS program standards or local standards, Contractor will decline the request and notify the Alliance TLS provider and the referring program of the denial.
    - Contractor accepts or declines if unit does not meet eligibility criteria.
    - Review and process payments.

- Ensure timely disbursements, including emergency same-day/next-day payments.

- Maintain records for compliance with HUD and funding requirements. This includes but is not limited to:

  Prior to Issuing Payment

  - Verification that Household is an Active Participant enrolled in the Alliance TLS HMIS program
  - Executed Lease Agreement (or unexecuted Lease, if landlord requires check for lease signing)
  - Rental Assistance Contract
  - Owner Verification
  - Housing Quality Standards (HQS) Inspection
  - Rent Reasonableness Verification

  After Issuing Payments

  - Executed Lease Agreement (if landlord requires check for lease signing)
  - Payment records for participants
  - Changes to Rental Assistance Contracts

- Financial Management & Reporting:

  - Track expense detail by participant, showing the funding source and cost types.
  - Prepare monthly financial reports.
  - Monitor spending, update spending forecast based on housed households and their average subsidy costs, and update cash flow requests as needed.
  - Ensure on-time, accurate disbursements and projections.

- Compliance & Audit Support:

  - Support funder audits and ensure all financial activity adheres to local, state, and federal requirements.
  - Retain documents securely for at least 7 years.

- Customer & Tenant Support:

- Operate 24-hr online support system for providers, landlords, LAHSA, and the City.
- Designate primary points of contact for providers, landlords, LAHSA, and the City and maintain responsiveness via phone and email during standard business hours (Monday-Friday, 9:00 am- 5:00 pm, and on the 1st of the month).
- Communicate with Alliance TLS providers if concerns arise in relation to gross rent payments or issues communicated to HOM by the landlord that are related to the Alliance TLS provider scope.

- Technology & Systems:
  - Use modern financial software integrated with LAHSA's HMIS via API.
  - Track, report, and analyze financial and performance data.

- Risk Management & Crisis Planning:
  - Develop internal controls and contingency plans to prevent disruptions in payments or services.

- Stakeholder Engagement:
  - Coordinate with property owners, service providers, and public agencies.
  - Provide reports and presentations as requested by the City.

<u>The City</u>: The City oversees the Alliance TLS and PSH programs and works in partnership with Contractor.

<u>Key roles include</u>:

- Program Oversight & Compliance:
  - Establish and approve policies, procedures, and financial expectations.
  - Monitor Contractor performance and ensure alignment with program goals.

- Funding & System Design:
  - Provide funding from various sources (State HHAP, LACAHSA Measure

A funds).
    - Design a standardized system to expand rental assistance access.

- Coordinate with LAHSA on Service Delivery:

    - Direct LAHSA to coordinate with Alliance TLS providers for timely submission of participant documentation, participant support, and resolution of participant issues.
    - Direct LAHSA to determine service needs, documentation requirements, and eligibility criteria.

- Review & Approvals:

    - Approve budgets, forecasts, corrective actions, and system recommendations.

- Data Access & Public Transparency:

    - Ensure visibility into expenditures and publish data (e.g., dashboards).

TLS Service Providers: Provides support to Alliance TLS participants to successfully exit the Alliance TLS program by creating a Housing Support Plan (HSP) and directing HAP and tenant rent portions.

Key Roles include:

- Provision of Supportive Services:

    - Housing stability case management, including tenancy-related mediation with tenants and landlords
    - Collaborates with Alliance TLS participants to create a 24-month permanent housing retention plan.
    - Provides referrals to community resources as needed.

- Financial Assistance Coordination:

    - Submits and manages information related to participating households in Padmission Journey, including:

        - Processing tenancy actions, including move-ins, unit changes, interim and annual re-certifications, move-outs, and

terminations to initiate, change, and end rental assistance in the Alliance TLS projects
- Updates monthly rental assistance amounts when changes are required for participating households
- Reviews and approves assisted tenancies monthly prior to 1st of the month payments
- Uploads programmatic documents as needed

- Submits ad hoc payment requests as needed.

IV. Services & Deliverables:

The following list outlines the deliverables and activities to be provided by Contractor. Contractor must meet the deliverables and provide the services outlined below, as specified.

1. Verification of Ownership Documents: Contractor shall develop and implement financial policies and procedures and a Housing Assistance Payment agreement that will be issued to the property owner.

    a. For move-in actions after July 1, Contractor will be responsible for implementing proper internal controls to verify that:

    b. The legal property owner or designee is receiving payment and there is not a conflict of interest.

    c. The subsidy payment amounts are accurate, to the contracted rent, rent reasonableness levels, and tenant contribution.

    d. Documents to be collected and maintained:

        i. Proof of ownership
        ii. Participant Eligibility documentation
        iii. Housing Quality Standards (HQS) Inspection report
        iv. Rent Reasonableness certification
        v. Lease Agreement
        vi. Housing Assistance Payment Agreement

2. Managing Rental Assistance and Other Direct Payments: Contractor shall receive payment requests and schedules, review supporting documentation to determine eligibility, process payments, and issue payments for all

approved costs (e.g., security deposits, first and last month rent, rental subsidies, utility payments, and other eligible direct financial assistance payments) to payees by required payment dates, which are expected to include property owners, utility companies, and other entities.

a. Contractor shall follow established internal controls to verify that supporting documentation is complete, participant financial assistance payment are coded to the funding source aligned with the Alliance TLS program they are enrolled in, payments are only issued for eligible costs associated with eligible units, and the correct rental subsidy is paid to the property owner based on the submitted tenant contribution documentation from the provider and the rental assistance model from the City.

b. Contractor must issue timely one-time assistance payments within one to three business days and schedule recurring monthly rental assistance payments by the rent due date.

c. Contractor must issue emergency or urgent payments either on the same day or the next business day, to facilitate swift unit acquisition or prevent eviction for Alliance TLS/rental assistance (RA) participants.

d. Payment methods must include, but are not limited to, ACH transfers and bank checks.

e. Rental assistance payments must be delivered utilizing courier services when mandated by a payee. [Contractor may invoice costs associated with courier services outside of the agreed upon management fee.]

f. Contractor must notify the City, LAHSA, and the Alliance TLS provider if a landlord indicates that the tenant is no longer in the unit.

3. Customer Support regarding the status of requests and payments: Contractor shall provide a mechanism for online and phone-based customer support for authorized service providers, property owners, LAHSA, and the City to verify the status of documentation and rental assistance payments.

a. Each month or as payments are processed, Contractor must provide

landlords documentation on any payments made to the landlord and the households, units, timeframe, and cost type associated with the payments.

b. It is required that the fiscal agent provide 24-hour access to payment status online and have a staff member available Monday - Friday from 9:00 AM to 5:00 PM and on the 1st of each month (regardless of the day of the week that the 1st falls on) to provide phone support to landlords or tenants regarding financial payments.

c. If needed, Contractor must provide property owners a summary of payments made on behalf of their tenants.

4. Financial Reporting: Contractor shall prepare monthly financial reports, which shall include, but not be limited to: Alliance TLS payment transaction logs (in lieu of a General ledger), cash advance reconciliation analysis, and cash flow statements, and invoicing while ensuring the accuracy and timeliness of financial data as determined and approved by the City.

   a. Monthly Reports: Summary and detail by funding source, submitted within 15 days of the end of each month.

      i. Detail by program participant, including the amounts paid by Contractor for each month in which the program participant has been housed through the TLS program, type of cost, month associated with the payment, funding source, associated service provider, and contract rent.

         - Detailed by program participant, monthly reports should specify:
            - The total amount of HHAP funds expended per month and to date.

      ii. Summary for each service provider of actual payments and projected commitments.

      iii. Contractor should flag any participants in units requiring more rental assistance than FMR rates.

   b. End of Calendar Year Activities: Contractor shall support end-of-calendar year activities. (Example: 1099 forms)

c. End of Fiscal Year Activities: Contractor shall support end of fiscal year activities. The City operates on a July 1 – June 30 fiscal year.

5. Forecasting: Contractor shall develop and update spending forecasts based on actual rental assistance and direct cost payments, with participant-level detail and overall portfolio projections by funding source.

6. Cash Flow Management: Contractor shall monitor cash flow needs, by funding source, and optimize the timing of rent payments and collections to support the overall sustainability of the City's centralized rental assistance funds.

    a. Contractor shall submit cash advance requests by the 15th of each month, in order to receive payment by the 25th of each month.

    b. Contractor shall notify the City if additional funds are projected to be needed.

7. Monitoring: Contractor shall dynamically monitor actual performance against budgeted targets, by funding source, and provide recommendations for corrective actions in a manner and frequency as determined and approved by the City.

8. Compliance and Audit Support: Contractor will support the City by ensuring that all financial activities comply with the City's directives, as well as local, state, and federal regulations. Contractor shall support the City with any monitoring or auditing needs that may be required by its funders.

9. Policies and Procedures: Contractor shall provide administrative assistance related to financial matters, which may include but are not limited to record keeping, document retention, and vendor management.

10. Record Keeping and Document Retention: Contractor shall maintain comprehensive records of lease dates and all financial transactions, categorized by eligible costs, the period incurred, associated Alliance TLS recipients, and funding source. All documentation must be retained in compliance with HUD standards, requiring secure storage for a minimum of seven years.

11. Ad Hoc Needs as Determined by the City: Contractor shall provide financial reports, develop presentation materials, and be available to present City Council meetings, Committee meetings, or other public and private meetings

as requested by the City.

V. Scope Exceptions:

1. 24-month Alliance TLS support terminations - Contractor shall not be responsible for participants assisted in Alliance TLS programs for more than 24 months, or monitoring programmatic exits required at the 24 - month mark unless explicitly authorized by the City. Termination notifications and related service coordination shall be the responsibility of Alliance TLS providers.

2. Management of the tenant's financial step-down support process – Contractor will administer subsidy amounts as directed by Alliance TLS providers but is not responsible for designing or implementing step-down strategies unless a clear policy and timeline is provided by the City. Contractor is exempt from outcomes tied to housing stability related to this transition.

3. Utility allowance schedule adoption - Contractor will use the utility allowance schedules from the public housing authorities (PHAs) operating housing choice voucher programs in Los Angeles County as directed by the City. This could include use of all LA County PHAs' utility allowances or a subset utilizing a regional approach or average model. For HUD-funded programs, Contractor shall be exempt from any programmatic liability or findings associated with the proper utility allowance schedule adoption.

VI. Contractor/Fiscal Agent Requirements:

Contractor must meet the requirements below to support the City's Centralized Fiscal Agent (FA) Program.

1. Maintaining Program Goals: Contractor must maintain a comprehensive understanding of the goals and requirements of the City's rental assistance program, including the unique needs of Alliance TLS service providers, the target population, and the program's specific objectives.

    a. Contractor must adhere to all program guidelines outlined in the Statement of Work (SOW), Scope of Required Services (SRS), and any additional addendums.

    b. Tenant Support: Contractor shall consider the needs and rights of the tenants, ensuring that financial management practices do not adversely affect the quality of housing or support services provided.

2. Compliance with Regulations: Contractor must ensure full compliance with all applicable local, state, and federal financial regulations, including those governing housing and homeless services.

    a. Contractor must have knowledge of and demonstrated ability to comply with local, state, and federal requirements, particularly those applicable to the administration of housing assistance programs.

3. Technological Capability: Contractor must be proficient in utilizing and integrating modern financial management software and tools. They must also effectively work with any databases or software utilized by the City, LAHSA, system partners, and vendors to ensure seamless data tracking and reporting.

    a. Contractor must have the ability to utilize an Application Programming Interface (API) to facilitate seamless data exchange with LAHSA's Homeless Information Management System (HMIS).

    b. Additionally, Contractor must complete all relevant training required to use the City's software and follow all policies regarding the safety of participants' private information.

4. Financial Stability: Contractor must demonstrate financial stability by providing audited financial statements, reports, or other relevant documentation as requested by the City, ensuring their capacity to fulfill the responsibilities outlined in the contract.

    a. Contractor must also provide verification confirming adherence to generally accepted accounting principles (GAAP) and rigorous financial management practices.

5. Stakeholder Collaboration: Contractor shall ensure coordination and collaboration with relevant stakeholders, which include but are not limited to governmental bodies, non-profit organizations, property owners, property managers, vendors, and service providers.

    a. Contractor must also establish an online and/or phone-based customer support system for service providers, property owners, LAHSA, and the City to support communication and resolution of urgent needs.

    b. Contractor may be requested to attend meetings or provide reports to stakeholders as needed. It is required that Contractor designate a point of contact (POC) to communicate with stakeholders, so the

POC is familiar with the services and operations of Contractor.

6. Insurance Requirements: Contractor shall carry and provide appropriate levels of insurance, including liability and professional indemnity insurance, as required by the City (see Exhibit A).

7. Risk Management: Contractor must implement robust risk management strategies, subject to review and approval by the City, to identify and mitigate potential financial and operational risks associated with the City's rental assistance program.

    a. These strategies must include internal controls to review requisition requests, verify eligibility, reasonableness of requested rent amounts, and check for potential conflicts of interest.

    b. The strategies must specifically address the prevention of unpaid rent to avoid eviction proceedings against rental assistance participants. Strategies should outline specific actions, timelines, and metrics.

8. Transparency and Accountability: Contractor shall maintain high levels of transparency and accountability in a manner determined and approved by the City for all financial transactions, reporting, and interactions with the City and involved stakeholders.

    a. Contractor must have experience generating financial and programmatic reports for multiple funding sources.

    b. Contractor's fiscal data in relation to rental payments may be subject to analysis and display via a public dashboard on the LAHSA website.

9. Sustainability Considerations: Contractor shall consider the long-term sustainability of the City's rental assistance efforts through financial analyses and reconciliation.

    a. This includes forecasting potential scalability, alignment with broader system housing goals, and ensuring the ability to make on-time payments.

10. Continuous Improvement: Contractor shall establish regular reviews and ongoing improvement processes to ensure that financial management practices align with the City's requirements, best accounting practices, and

evolving needs of the Alliance TLS providers, participants, property owners, and overall system of care.

11. Crisis Response Planning: Contractor must develop contingency plans to address potential financial or operational crises, ensuring the continuity of rental payments and timely financial reporting to the City.

12. Cultural Sensitivity: Contractor shall recognize and address the diverse needs of the community served by the City's rental assistance program, including considerations related to race, gender, disability, and other factors that may impact housing access and support.

13. Payment Distribution and Financial Disbursement System: Contractor must have a financial disbursement system capable of issuing timely payments through multiple methods, including ACH transfers, mailed checks, and hand-delivered checks, as needed to accommodate property owner requirements.

    a. Contractor must also use an industry-standard financial management system that can track and manage payments discreetly for individual program participants, property owners, affiliated Alliance TLS service providers, and funding sources.

VII. Core Fiscal Agent (FA)/Contractor Services

1. Receive payment requests and schedules, review supporting documentation to determine eligibility, process payments, and issue payments for all approved costs (e.g., security deposits, first and last month rent, rental subsidies, utility payments, and other eligible direct financial assistance payments) to payees by required payment dates, which are expected to include property owners, utility companies, and other entities.

    a. Follow up with the referring program provider to obtain missing or corrected documentation;
    b. Verification of properties, property owners, and property management companies, and their payment accounts (ACH, Check, etc.) per Contractor Internal Controls;
    c. Pay application fees, refundable security deposits and other required fees for move-ins;
    d. Monthly payment of HAP to landlords via direct deposit or check with mail/e-mail of payment itemization;
    e. Ensure timely disbursement, including emergency same-day/next-day payments;

2. Maintain records for compliance with HUD and funding requirements. Including:

    a. Prior to Issuing Payment

        i. Verify HH is actively enrolled in HMIS;
        ii. Review for executed (or draft Lease, if LL requires check prior to signing);
        iii. Review and execute Subsidy Contract;
        iv. Verify Ownership/LL/PM;
        v. Verify HQS Inspection documentation as provided by providers;
        vi. Verify Rent Reasonableness.

    b. After Issuing Payment

        i. Review for executed (or draft Lease, if LL requires check prior to signing);
        ii. Review Payment Records for HH (Tenant Ledger);
        iii. Review Change to Subsidy Contract and/or Lease.

3. Provide a mechanism for online and phone-based customer support for authorized service providers, property owners, and the City to verify the status of documentation and rental assistance payments.

4. Act as liaison between landlord, tenant, and supportive services providers for tenancy-related issues; a. Service provider partners provide client-centered, wrap–around supportive services to tenants in their homes and in the community;

Additional Services: Housing Program Management (HPM) Activities

1. Generate and Manage Agency Referrals

    a. PSH
        i. Review Universal Housing Applications to verify eligibility chronic homeless timeline and disability criteria for Dedicated Plus (HUD CoC)
        ii. Request corrections to UHA and supporting documents from the referring provider (if needed)

    b. City TLS

i. Assumed centralized application process/platform will be identified similar to UHA, Journey can be used

.

2. Determine initial income eligibility (HH Income, Assets & Expenses HMIS/Document Review) for new program applicants.

3. Verify homeless status eligibility and any other program-specific eligibility criteria.

4. Participate in Active System Management (ASM) calls, as needed. Notifying participating provider/s and the City/Matching team of declines and approvals of applications/matches.

5. Coordinate and schedule program briefing with applicant and assigned service provider case manager.

6. Conduct virtual housing briefings, at least weekly when there are approved applications, but more often during peak referral periods.

    a. Supplement with in-person briefings if determined to be more effective/requested by participants and providers.

        i. Tenant education on rights, responsibilities, and lease compliance.
        ii. Provide estimated tenant rent calculation
        iii. Issue "Ticket" for Time-Limited or Permanent housing assistance and coordinate with service provider for housing search assistance.

7. Initiate, Review, and Approve Requests for Tenancy Approval (RFTAs).

8. Perform gross rent calculations, rent reasonableness and determination of rent eligibility (Fair Market Rents and payment standards).
9. Perform interim and annual re-certifications of program participants' eligibility and ongoing assistance levels.

10. Conduct Housing Quality Standards (HQS) inspections on all potential new move-in units.

11. Perform annual and special HQS inspections for all program participants.

12. Facilitate lease negotiations and the execution of lease agreements between tenants and landlords and assist tenants in renewing leases annually or providing written notices to vacate to landlords.

13. Process program terminations, when necessary, including an appeal process

14. Provide on-going education and advocacy to landlords regarding program requirements.

15. Advise the City and supportive service team when participant is at-risk of eviction and/or termination of housing assistance.

16. Attend housing stabilization meetings with participants and service providers when necessary.

Housing Program Management (HPM) Activities + Damage Claim

1. Schedule and perform move-out inspections at the end of all assisted tenancies.

2. Communicate with landlord and advise landlord of documentation of damage claim options.

3. Verify documentation provided by the landlord for damage claim request.

4. Verify documentation and eligibility for vacancy loss request.

5. Process damage claims not to exceed 1 month's contract rent for damages that exceed the security deposit and vacancy loss not to exceed 1 month's contract rent.

Problem Solving

1. Receive payment requests and schedules, review supporting documentation to determine eligibility, process payments, and issue payments for all approved costs (e.g., security deposits, first and last month rent, rental subsidies, utility payments, and other eligible direct financial assistance payments) to payees by required payment dates,

which are expected to include property owners, utility companies, and other entities.

a. Follow up with the referring program provider to obtain missing or corrected documentation.
b. Verification of vendors, properties, property owners, and property management companies, and their payment accounts (ACH, Check, etc.) per Contractor internal controls.
c. Pay fee associated with request and utilize flexible payment disbursements options.
d. Ensure timely disbursement, including emergency same-day/next-day payments.

2. Provide a mechanism for online and phone-based customer support for authorized service providers, property owners, and the City to verify the status of documentation and rental assistance payments.

VIII. Cash Advance Requests & Reconciliation:

The City will provide monthly advances to Contractor to support the anticipated financial assistance needed to support rental assistance for the coming month. The City and Contractor will utilize a 60- day rolling reconciliation methodology. <u>The process shall be as follows</u>:

1. Contractor must submit estimated subsidy and administrative expenses to the City by the 15th of the month preceding the month in which funds are needed, in order to receive the advance by the 25th.

2. Contractor must reconcile the estimated subsidy and administrative expenses with the actual expenses incurred during the most recently completed month.

    a. Contractor will submit the reconciliation information by the 15th of the month.

3. The City will issue a cash advance to Contractor equal to the sum of:

    a. The estimated subsidy and administrative expenses for the upcoming month, and

    b. The reconciled difference between estimated and actual

expenses from the most recently completed month.
(Example: The July cash advance request will include the reconciliation for May.)

4. Contractor will use a standardized reconciliation spreadsheet to document estimated expenses, actual expenses, and the reconciliation for each Alliance TLS provider, by funding source.

5. The City will confirm the intent to provide funds by the 20th of the month and will transfer the advance to Contractor by the 25th of the month.

IX. Core Documents:

Contractor must support the collection, storage, and maintenance of the documents detailed below.

1. Financial Reports: Regular financial reports, including rental assistance statements, and any other required financial documentation, as requested by the City.

2. Forecasts: Monthly and annual forecasts, and any related financial planning documents.

3. Compliance Documentation: Evidence of compliance with local, state, and federal financial regulations, as well as any specific housing-related regulations.

4. Insurance Certificates: Proof of required insurance coverages, including liability and professional indemnity insurance.

5. Risk Management Plans: Documents outlining risk management strategies, contingency plans, and mitigation measures to ensure accurate and timely rental payments.

6. Audit Support Documents: Any necessary documentation to support audit and compliance activities.

7. Financial Policies and Procedures: Written financial policies and procedures that ensure proper internal controls and transparency for activities related to the City's rental assistance program.

8. Ownership Confirmation Records: Documents confirming contractor has verified the correct entity to make rental assistance payments, including

property owners and property management.

9. Cash Flow Projections: Detailed rental payment projections and management recommendations.
10. Crisis Response Plans: Documented contingency plans for addressing potential financial or operational crises to prevent the interruption of rental payments.

X. Data Tracking:

Contractor is responsible for ensuring accurate tracking of all rental payments and detailed monitoring of Alliance TLS fund expenditures. Contractor must submit regular reports to the City, including data summaries for the end of the calendar year and fiscal year, as outlined below. Additionally, the fiscal agent must respond to ad hoc data requests within five (5) business days.

1. Financial Performance Metrics:
    a. Balance and expenditure tracking.
    b. Budget vs. actual performance analysis.
    c. Cash flow monitoring and projections.
2. Compliance and Regulatory Reporting:
    a. Tracking adherence to local, state, and federal financial regulations.
    b. Monitoring compliance with specific housing-related regulations and standards.
3. Risk Management Data:
    a. Identifying and tracking potential financial and operational risks.
    b. Monitoring the effectiveness of risk mitigation strategies.
4. Tenant and Property Management Data:
    a. Tracking rent payments, collections, and arrears.
5. Audit and Internal Control Data:
    a. Tracking audit schedules, findings, and resolutions.
    b. Monitoring the effectiveness of internal financial controls.

6. Sustainability and Social Impact Metrics:

    a. Tracking the social impact of the rental assistance program, such as the number of individuals receiving assistance and the length of time receiving assistance.

7. Technology and Integration Metrics:

    a. Monitoring the effectiveness and efficiency of financial management software and integrations.
    b. Tracking technology-related costs and performance.

8. Crisis Response and Contingency Planning Data:

    a. Tracking the implementation and effectiveness of crisis response plans.
    b. Monitoring contingency fund allocations and usage.

9. Stakeholder Collaboration and Communication Data:

    a. Tracking communication and collaboration with key stakeholders, including governmental bodies, non-profit organizations, property owners, and service providers.

XI. Costs:

Contractor will invoice a monthly management fee based on the number of actively subsidized households served in the month. Please refer to the Professional Fee Schedule, Exhibit I, which is incorporated herein.

XII. Cost Eligibility Matrix

- New and Ongoing Alliance Time Limited Subsidy Participants (TLS):

    - **Population: All**

    - **Program Component: Time Limited Subsidy**

    - **Program Eligibility Requirements:** Participants must be actively enrolled in a City- funded Alliance TLS program. The Alliance TLS program is responsible for verifying that the participant is homeless (Category 1 or Category 4) per HUD's Final Rule on "defining

Homelessness" and The McKinney-Vento Homeless Assistance Act.

Allowable Cost Category Guidance: https://www.lahsa.org/documents?id=9128-fy25-26-cost-eligibility-matrix-cem-version-2-5-6-2025-
• Utility deposit (GL 6415) • Application fees (GL 6407) • Moving costs (GL 6128) • Furniture (GL 6131) • Landlord incentives (GL 6144) • Rental arrears (GL 6144) • Utility arrears (GL 6144) • Damage mitigation (GL 6126) • Unpaid tenant contributions (GL 6144)
• Rental assistance (GL 6126) • Security deposits (GL 6130) • Utility payments (GL 6127) • Contractor Rental Assistance Administration Management Fee (GL 6199)

Limitations for Financial Assistance Payments:

Eligible Expenses	Required Docs/Verification	SRS Language	Funding Source Limitations
Unpaid tenant rent portion	Verification from Alliance TLS provider via Journey Request and documented in HMIS *late fees are not eligible for ad hoc payments*	Participants are expected to contribute toward rent, based on the rent share agreement. If a Participant accrues a balance with the property owner while enrolled in the program, because they are not meeting their rent contribution expectations, the program may make participant rent emergency payments. These emergency payments should be made to ensure the participant stays in housing, but should not be a regular occurrence. If a participant has a decrease in their income that would reduce the amount they are expected to pay, a new income assessment should be completed, and the subsidy amount should be adjusted accordingly.	Eligible funding source: Measure A (beginning in month two) and HHAP
Utility deposits	Utility bill for deposit and account information	Utility deposits associated with establishing utilities, which can include charges for services such as electricity, water, gas, heating, and trash collection are eligible. Utility deposits must be a one-time fee, paid to utility companies.	Eligible funding source: Measure A, HHAP

Eligible Expenses	Required Docs/Verification	SRS Language	Funding Source Limitations
Security Deposit	Finalized or mostly finalized lease agreement.	Security Deposits shall not exceed the equivalent of one (1) month's rent. AB12 law limits security deposits to one month's rent regardless of whether the residential property is furnished or unfurnished.). If the person is enrolling in a housing program through which they will be receiving rental assistance, the security deposit should be paid by the housing provider, or if that cannot be arranged, the security deposit shall not be paid unless the unit has been approved by the subsequent housing provider.	Eligible funding source: HHAP
Moving costs	Moving costs are only eligible for ad hoc payment if occurring during The Alliance TLS enrollment	Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company. Up to three (3) months of storage fees are permitted starting as early as the Program enrollment date and ending no later than the move-in date	Eligible funding source: HHAP
Rental Arrears	Itemized invoice from owner/landlord.	The cost of past due rent prior to enrollment in the Program. This expense is allowable only if it is necessary to re-house. There is a maximum of six (6) months for arrears. •When a participant is enrolled and, in a unit, any payments made to current landlords would be considered rental assistance or participant rent emergency assistance. •Participants that accrue arrears after exiting the Program should be referred to other resources such as Homeless Prevention or 211.	Eligible funding source: HHAP.

Eligible Expenses	Required Docs/Verification	SRS Language	Funding Source Limitations
Utility Arrears	Utility bill with itemized arrears owed by participant	Costs associated with overdue or unpaid utility bills, which can include charges for services such as electricity, water, gas, heating, trash collection. Costs may be covered only if necessary to secure housing. Maximum three (3) months of arrears per utility, including late fees.	Eligible funding source: Measure A and HHAP-6.

EXHIBIT H
SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

   a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

   b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

   c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

   a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease, or rental

agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

b. Responsibilities:

(1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

(a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

(b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to ensure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5)

years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended, or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to ensure compliance with these procurement rules;

ii. Develop a standard worksheet or checklist for determining responsiveness of each proposal;

iii. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;

iv. Prepare an analysis of costs to verify allowability and to determine reasonableness;

v. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

vi. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);

vii. Identify policy and process by which selection of awardee(s) will be made; and

viii. Provide an opportunity for bidders to appeal staff recommendations.

Items i-iii should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment

agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(ii) Procure or obtain, extend, or renew a contract to procure or obtain;

(iii) Enter into a contract (or extend or renew a contract) to procure; or
(iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or

proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractor with an approved childcare policy.

(4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed, and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §504 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars ($1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under $10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
$10,001 to $250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors or transmitted

as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over $250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine

the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Procurement by noncompetitive proposals for contracts that only include City general purpose funds shall comply with Los Angeles Administrative Code §10.15 and Los Angeles Charter §371, incorporated herein by reference.

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

i. Specific deliverables and the basis for payment;

ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

iii. Provisions that describe remedies for breach;

iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;

v. Provisions for termination for cause and convenience;

vi. Access to records for audit purposes;

vii. Audit requirements;

viii. Provisions for payment and delivery;

ix. Provisions describing contract amendment procedures;

x. Provisions against assignment;

xi. Provisions for equal opportunity and non-discrimination;

xii. Provisions prohibiting conflicts of interest.

(g) Competition

(1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;

(ii) Requiring unnecessary experience and excessive bonding;

(iii) Noncompetitive pricing practices between firms or between affiliated companies;

(iv) Noncompetitive contracts to consultants that are on retainer contracts;

(v) Organizational conflicts of interest;

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

(2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an

appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

EXHIBIT I
PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule:

Los Angeles Housing Department, City of Los Angeles
Budget Summary

Contractor:	**Housing Operations and Management, Inc.**		
Contract No.:	**C-204613**		
Program:	**Alliance TLS Program (Financial Assistance Admin)**	Amendment No.:	
Contract Amount:	**$ Up to 81,931,999.00**	Contract Period:	**03/01/2026-09/30/2027**

Schedule of Costs

$20,400 - Annual Rental Assistance ($1700/month)
+ $1,109 - Security Deposit (1 x year)
$21,509 - Annually
x 2,000 - TLS Slots
$43,018,000 - Annual pass through

The remaining contractual amount would be for Contractor's fiscal agent responsibilities based on $1,284 annually / slot x 2,000 slots = $2,568,000.

The TLS slots are expected to ramp up at about 150 coming online per month beginning April 1, 2026. It would be the $1,284 annual Fiscal Agent/Contractor cost / 12 months = $107 per month / TLS slot.

Monthly costs are estimated to be as follows:

$107 - Monthly Fiscal Agent/Contractor Cost /TLS Slot
x 150 - April 2026 New TLS Slot
$16,050 - April 2026 Fiscal Agent/Contractor Cost

$107 - Monthly Fiscal Agent/Contractor Cost /TLS Slot
x 2 (150) - April 2026 Continuing TLS Slots + May 2026 New TLS Slots
$32,100 - May 2026 Fiscal Agent/Contractor Cost Total

$107 - Monthly Fiscal Agent/Contractor Cost /TLS Slot
x 3 (150) - April 2026 and May 2026 Continuing TLS Slots + June 2026 New TLS Slots
$48,150 - June 2026 Fiscal Agent/Contractor Cost Total

At the highest, where all 2,000 slots will be online in April 2026 (target), the total April 2026 monthly Fiscal Agent/Contractor cost would be $214,000.

All requests to modify the Budget must be made in writing and must be pre-approved in writing by the City.

EXHIBIT J
HHAP-4 GRANT AGREEMENT

(attachment)

*(see enclosed PDF on following page)

SCO ID: 0515-23-HHAP-10009

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-HHAP-10009	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Los Angeles

2. The term of this Agreement is:

START DATE

8/22/2023

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

$143,640,000 (One Hundred Forty Three Million Six Hundred Forty Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	8
	Exhibit B	Budget Detail and Disbursement Provisions	3
	Exhibit C	General Terms and Conditions	10
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	State of California General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main St. Suite 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Edwin Gipson II	Assistant City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

Edwin Gipson II

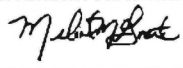
Digitally signed by Edwin Gipson II
Date: 2023.06.13 15:11:45 -07'00'

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-HHAP-10009	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 22, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement
Contract for Funds

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216).

This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3) Definitions

The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

a) "Agency" means the Business, Consumer Services, and Housing Agency.

b) "Applicant" means a Continuum of Care, city, county, or tribe.

c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-4 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii) Shelter vacancy rate in the summer and winter months.

iv) Percentage of exits from emergency shelters to permanent housing solutions.

v) A plan to connect residents to permanent housing.

vi) Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	200 N. Main St. Suite 1500 Los Angeles, CA 90012
CONTRACT COORDINATOR	Jeannie McKendry	Edwin Gipson II
PHONE NUMBER:	(916) 510-9446	(213) 643-9397
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	edwin.gipson@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.

b) This Agreement shall terminate on December 31, 2027.

c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).

i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.

d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:

i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

f) All HHAP-4 funds shall be expended by June 30, 2027.

g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).

i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:

i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;

ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and

iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.

iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Initial Disbursement

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Remainder Disbursement

a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.

i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).

b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:

i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5) Expenditure of Funds

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

6) Ineligible Costs

a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from Cal ICH

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)

v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.

vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) <u>Inspection and Retention of Records</u>

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i) Grantee's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i) Bar the Grantee from applying for future HHAP funds;

ii) Revoke any other existing HHAP-4 award(s) to the Grantee;

iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;

v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i) The dangers of drug abuse in the workplace;

   ii) Grantee's policy of maintaining a drug-free workplace;

   iii) Any available counseling, rehabilitation, and employee assistance program; and

   iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i) Will receive a copy of Grantee's drug-free policy statement, and

   ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.

2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.