

LOS ANGELES HOMELESS SERVICES AUTHORITY

COUNTY OF LOS ANGELES

2011 – 2012 WINTER SHELTER PROGRAM CONTRACT

AGREEMENT NUMBER:

CONTRACTOR:

TITLE: Winter Shelter Program

SOURCE OF FUNDS:

COUNTY of Los Angeles ESG	\$0
COUNTY of Los Angeles General Funds	\$0
Total	

SAMPLE

TABLE OF CONTENTS

1.	PARTIES.....	6
2.	REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.....	6
3.	DEFINITIONS	6
4.	INDEPENDENT CONTRACTOR.....	9
5.	CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT.....	9
6.	CONTRACTOR ASSURANCES.....	11
7.	CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS.....	11
8.	AGREEMENTS WITH OTHER FUNDING SOURCES	12
9.	TIME OF PERFORMANCE	12
10.	SERVICES TO BE PROVIDED BY CONTRACTOR.....	12
11.	GENERAL OVERVIEW OF CONTRACTOR RESPONSIBILITIES.....	13
12.	CONTRACTOR ADMINISTRATION, OPERATIONS AND SPECIFIED PROGRAM RESPONSIBILITIES	13
13.	PROGRAM REQUIREMENTS	17
14.	PROGRAM CLOSE-OUT	18
15.	PARTICIPATION IN THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS).....	18
16.	ATTENDANCE AT LAHSA MEETINGS AND/OR TRAINING SESSIONS	19
17.	AUTHORITY OF LAHSA	19
18.	COMPENSATION.....	21
19.	INTENTIONALLY DELETED	22
20.	REALLOCATION OF FUNDS.....	22
21.	FUNDING OF AGREEMENT.....	22
22.	METHOD OF PAYMENT	22
23.	ADVANCE PAYMENTS.....	23
24.	BUDGET MODIFICATIONS	23
25.	CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....	24
26.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	24
27.	INTEGRATED AGREEMENT	24
28.	EXCUSABLE DELAYS	24
29.	BREACH.....	25
30.	PROHIBITION AGAINST ASSIGNMENT OR DELEGATION.....	25
31.	PERMITS	25
32.	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	25
33.	CLAIMS FOR LABOR AND MATERIALS.....	26
34.	INDEMNIFICATION	26
35.	INSURANCE	26
36.	CONFLICT OF INTEREST	28
37.	COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS	29
38.	COUNTY LOBBYIST ORDINANCE	35
39.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	35
40.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	35
41.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	35
42.	CONTRACTOR'S ACKNOWLEDGMENT OF COMMITMENT TO CHILD SUPPORT ENFORCEMENT....	36
43.	EARNED INCOME TAX CREDIT	36
44.	FEDERAL, STATE AND LOCAL TAXES	36
45.	REPORTING PROCEDURE FOR INVENTIONS.....	36
46.	RIGHTS TO USE INVENTIONS.....	37
47.	COPYRIGHT POLICY	37
48.	RIGHTS TO DATA.....	37
49.	TRADE SECRETS.....	37
50.	OBLIGATIONS BINDING ON SUBCONTRACTORS.....	37
51.	EQUAL BENEFITS ORDINANCE	37
52.	CONFIDENTIALITY OF INFORMATION.....	38
53.	FAITH-BASED ACTIVITIES.....	39
54.	ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR	40

55.	ALLOWABLE AND UNALLOWABLE COSTS.....	40
56.	FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT.....	42
57.	WITHHELD PAYMENTS.....	42
58.	RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS.....	42
59.	RECEIPT, USE, AND ACCOUNTABILITY OF PROGRAM INCOME.....	43
60.	DISPOSITION OF PROGRAM INCOME.....	43
61.	DEPOSIT, UTILIZATION AND COMMINGLING OF FUNDS.....	43
62.	REVERSION OF ASSETS.....	44
63.	PRESS RELEASES – PUBLIC INFORMATION.....	44
64.	PARTICIPATION OF HOMELESS INDIVIDUALS.....	44
65.	EFFECT OF LEGAL JUDGMENT.....	44
66.	PROHIBITION OF LEGAL PROCEEDINGS.....	45
67.	NOTICE OF LABOR DISPUTES TO LAHSA.....	45
68.	LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD.....	45
69.	SOURCE OF FUNDS.....	45
70.	TECHNICAL ASSISTANCE.....	45
71.	DEFAULTS.....	45
72.	SANCTIONS.....	46
73.	PROBATION.....	46
74.	SUSPENSION.....	47
75.	TERMINATION FOR CONVENIENCE.....	48
76.	TERMINATION FOR CAUSE.....	48
77.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	48
78.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONPROGRAM.....	49
79.	TERMINATION PROCEDURES.....	49
80.	EFFECT OF TERMINATION.....	49
81.	NOTICES OF SUSPENSION AND TERMINATION.....	49
82.	NOTICE OF CHANGES.....	49
83.	CHANGE NOTICES AND AMENDMENTS.....	50
84.	TIME OF PERFORMANCE MODIFICATIONS.....	50
85.	PROGRAM CHANGES.....	51
86.	WAIVERS.....	51
87.	REPORTING REQUIREMENTS.....	51
88.	CLOSEOUT REPORT.....	52
89.	AUDITS AND MONITORING.....	52
90.	MONITORING REPORTS.....	54
91.	EQUIPMENT RECORDS.....	55
92.	ACCOUNTING PRACTICES.....	55
93.	DOCUMENTATION OF EXPENDITURES.....	56
94.	VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS.....	57
95.	PROPERTY.....	57
96.	PERSONAL PROPERTY.....	57
97.	ACCOUNTABILITY FOR NON-EXPENDABLE PROPERTY.....	59
98.	SUBCONTRACTS.....	59
99.	COMPETITIVE BID REQUIREMENTS.....	60
100.	NON-COMPETITIVE SOLE SOURCE BIDS.....	60
101.	PARTICIPATION OF MINORITIES, WOMEN AND SMALL BUSINESSES.....	60
102.	COST OR PRICE ANALYSIS.....	61
103.	CODE OF CONDUCT.....	62
104.	NONCOMPETITIVE PROPOSALS - SOLE SOURCE.....	62
105.	RECORDS AND AUDITS OF SUBCONTRACTS.....	63
106.	RESTRICTION ON DISBURSEMENTS.....	63
107.	COMPLETE AGREEMENT.....	64

EXHIBIT LIST

EXHIBIT A:	STATEMENT OF WORK
EXHIBIT B:	INTENTIONALLY DELETED
EXHIBIT C:	PROJECT BUDGET
EXHIBIT D:	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
EXHIBIT E:	CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES
EXHIBIT E-1	DISCLOSURE OF LOBBYIST ACTIVITIES
EXHIBIT E-2:	COUNTY LOBBYIST CERTIFICATION
EXHIBIT F:	CERTIFICATION REGARDING AMERICANS WITH DISABILITIES ACT
EXHIBIT G:	MINIMUM SHELTER STANDARDS
EXHIBIT H:	INSURANCE REQUIREMENTS
EXHIBIT I:	AUTHORIZATION TO EXECUTE CONTRACTS
EXHIBIT J:	AUTHORIZATION TO SIGN INVOICES
EXHIBIT K:	REPORTING FORMS - Daily Attendance Log, Hourly Shelter Log, and Daily Transportation Log
EXHIBIT L:	LAHSA SMALL/INFORMAL BIDS FORM
EXHIBIT M:	EQUAL BENEFITS ORDINANCE FORMS
EXHIBIT N:	LAHSA'S CONTRACTOR ACCOUNTING HANDBOOK
EXHIBIT O:	CURRENT LIST OF BOARD OF DIRECTORS
EXHIBIT P:	LETTER OF REPRESENTATION
EXHIBIT Q:	AGENCY GRIEVANCE PROCEDURE
EXHIBIT R	YOU HAVE THE RIGHT TO EXPECT
EXHIBIT S	MINIMUM FIRE SAFETY STANDARDS
EXHIBIT T	DOMESTIC VIOLENCE POLICY
EXHIBIT U	STANDARD OPERATING PROCEDURES FOR CALIFORNIA NATIONAL GUARD ARMORIES
EXHIBIT V	HMIS COMPLIANCE CERTIFICATION

THIS AGREEMENT (“AGREEMENT”) is made and entered into by and between the Los Angeles Homeless Services Authority (“LAHSA”) a Joint Powers Agency of the City and County of Los Angeles and, (“Contractor”) a nonprofit corporation.

R E C I T A L S

WHEREAS, the County of Los Angeles, hereinafter County, has entered into Grant Agreements with the United States Department of Housing and Urban Development, hereinafter Grantor, pursuant to Title I of the Housing and Urban Development Act of 1974, as amended, to address the community development needs of the County, and also, pursuant to Title IV, Subtitle B of the Stewart McKinney Homeless Assistance Act of 1987, Public Law 100-77, to address the needs of homeless persons in the County; and

WHEREAS, the Community Development Commission, (“CDC”), has been designated by the County of Los Angeles to provide for proper planning, coordination and administration of the County’s programs as described in the County’s Grant AGREEMENT(s) with the Grantor(s), and of certain projects funded by the County; and

WHEREAS, CDC has entered into an agreement with LAHSA for proper planning, coordination, distribution and administration of the LAHSA's Homeless Programs as described in the County's AGREEMENT with the LAHSA; and

WHEREAS, LAHSA released a Request For Proposals (RFP) on July 22, 2011 for the 2011 – 2012 Winter Shelter Program in the County of Los Angeles; and

WHEREAS, Contractor responded to said RFP and was selected for funding because Contractor desires to participate in the Winter Shelter Program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services; and

WHEREAS, LAHSA’s Programs and Evaluation Committee voted on October 17, 2011 to award a contract to Contractor under the 2011 – 2012 Targeted Winter Shelter Program RFP in one-winter-season-per-year increments starting November 1, 2011 and ending March 31, 2012 for a period of three years contingent upon funding availability and Contractor’s satisfactory performance; and

WHEREAS, the CDC has made funding for this program available through Project Numbers _____ and _____ with LAHSA;

WHEREAS, Contractor was selected for funding to operate a Winter Shelter Program at _____; and

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

I.
INTRODUCTION

1. **PARTIES**

The parties to this AGREEMENT are:

A. The Los Angeles Homeless Services Authority, a Joint Powers Agency of the City and County of Los Angeles, having its principal office at 811 Wilshire Blvd., Suite 600, Los Angeles, California 90017.

B. Contractor, known as _____, having its principal office at _____.

2. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

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

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

G. Michael Arnold, Executive Director
811 Wilshire Blvd., Suite 600
Los Angeles, California 90017

With copies to:

Beth Stokes, Programs Manager
811 Wilshire Blvd., Suite 600
Los Angeles, California 90017

ii. The representative of the Contractor shall be:

B. 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.

C. 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.

3. **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 LAHSA and Contractor.
- B. "BUDGET" or "PROJECT BUDGET" means the budget for activities set forth in this AGREEMENT.
- C. "CHRONICALLY HOMELESS PERSON" means an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year of more OR has had at least four (4) episodes of homelessness in the past three (3) years. A disabling condition is defined as "a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. In defining the chronically homeless, the term homeless means a person sleeping in a place not meant for human habitation (e.g. living on the streets) or in an emergency shelter. A project may be considered to be serving chronically homeless persons if seventy percent (70%) or more of the project's participants are chronically homeless immediately prior to entry into the project.
- D. "CITY" means the City of Los Angeles, a municipal corporation.
- E. "CLIENT" means homeless individual or homeless family.
- F. "COUNTY" means the County of Los Angeles, a body corporate and politic and political subdivision of the State of California.
- G. "COMMENCEMENT DATE" means the date Contractor shall start providing housing and/or services under the Program funded herein. The commencement date of this AGREEMENT is November 1, 2011.
- H. RESERVED.
- I. "EMERGENCY HOUSING OR SHELTER" means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.
- J. "ESG" means Emergency Solutions Grant formerly Emergency Shelter Grant.
- K. "GRANTOR" means HUD.
- L. "HOMELESS INDIVIDUAL" OR "HOMELESS PERSON" means one who resides in one of the places described below:
- i. in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings; or
 - ii. in an emergency shelter; or
 - iii. in transitional housing (for homeless persons who originally came from the streets or emergency shelter); or
 - iv. in any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution; or

- v. is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
 - vi. is being discharged within a week from an institution in which the person has been a resident for more than thirty (30) consecutive days and no subsequent residence has been identified and he/she lacks the resources and support networks needed to obtain housing.
- M. "HUD" means the United States Department of Housing and Urban Development.
- N. "LAHSA" means the Los Angeles Homeless Services Authority of the City and County of Los Angeles.
- O. "PARTICIPANT" means homeless individual or family.
- P. "PERMANENT HOUSING" is long-term housing that may be accompanied by the provision of supportive services that are designed to enable homeless persons to live as independently as possible in a permanent setting.
- Q. "PROGRAM" or "PROJECT" means the operation of a facility and the provision of shelter and supportive services to homeless persons.
- R. "PROGRAM COSTS" or "PROJECT COSTS" means any and all costs, fees or expenses in connection with the operations of the Project.
- S. "PROGRAM CLOSE-OUT" means the participant placement process the CONTRACTOR must undertake in the event that the program will not be continued to ensure that participants currently housed in the program are transitioned to appropriate forms of housing in order to ensure that they do not become homeless as a result of the program closing
- T. "PROPERTY" consists of the real property described in Exhibit A, Statement of Work, attached hereto and incorporated herein by this reference.
- U. "PROPOSAL" means the documents that were submitted by Contractor in response to the Request for Proposals released by LAHSA under the 2011 - 2012 Targeted Winter Shelter Program RFP.
- V. "SUPPORTIVE SERVICES ONLY" or "SSO" means projects which provide services to meet the needs of homeless individuals and families in their transition from homelessness to stable housing. Supportive Services Only projects shall only serve clients housed in either emergency shelter or transitional housing.
- W. "TRANSITIONAL HOUSING" is a type of housing that facilitates the movement of homeless individuals and families to permanent housing. Homeless persons in transitional housing may receive supportive services such as childcare, job training, and home furnishings that help them live more independently.
- .

4. INDEPENDENT CONTRACTOR

Contractor is acting hereunder as an independent contractor and not as an agent or employee of LAHSA. No employee of Contractor has been, is, or shall be, an employee of LAHSA by virtue of this AGREEMENT, and Contractor shall so inform each employee organization and each employee who is hired or retained under this AGREEMENT. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.

5. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

Prior to the execution of this AGREEMENT, Contractor shall submit to LAHSA for approval in writing the following documents:

- A. BUDGET - a detailed itemized listing of items for expenditure under the terms of this AGREEMENT that is attached hereto and incorporated herein as Exhibit C by this reference. Budget documents shall control the expenditures of funds and services provided by Contractor. Budget documents described herein shall be adhered to unless modifications are requested in writing and are approved in writing by LAHSA as set forth in this AGREEMENT.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, as required by Executive Order 12549, attached hereto as Exhibit D and incorporated herein by this reference.
- C. Certification Regarding Lobbying and Disclosure of Lobbying Activities form attached hereto and incorporated herein as Exhibit E, Disclosure Of Lobbyist Activities for attached hereto and incorporated herein as Exhibit E-1, and the County Lobbyist Certification, attached hereto and incorporated herein as Exhibit E.2.
- D. A Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. §§ 11201 et seq. and its implementing regulations), as evidenced by the execution of a certification to this AGREEMENT, attached hereto as Exhibit F and incorporated herein by this reference.
- E. Proof of insurance as required by LAHSA in accordance with Section 36 of this AGREEMENT. Insurance Requirements are attached hereto as Exhibit H, and incorporated herein by this reference.
- F. Resolutions of Executorial Authority or other corporate actions of Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate Contractor and execute contractual documents, e.g. contract instruments, requisitions and/or checks. Contractor shall use the Authorization to Execute Contracts form attached hereto as Exhibit I, and incorporated herein by this reference.
- G. Resolutions of Executorial Authority or other corporate actions of Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to sign Contractor's invoices submitted to LAHSA. Contractor shall use the

Authorization to Sign Invoices form attached hereto as Exhibit J, and incorporated herein by this reference

- H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance. The Equal Benefits Ordinance Forms are attached hereto as Exhibit M, and incorporated herein by this reference.
- I. Current List of Board of Directors, providing each member's name, position on the Board and contact information (including business address, phone number/s and, if possible, email address), attached hereto as Exhibit O and incorporated herein by this reference.
- J. Letter of Representation, signed by an officer of Contractor's Board of Directors. In the event that Contractor's Executive Director is an officer of the Board, said letter shall be signed by another officer of the Board who is not in charge of the daily operations of the organization. Said letter of representation shall be incorporated herein as Exhibit P, including:
 - i. Pending litigation and other significant issues that may threaten the financial viability of Contractor.
 - ii. When Contractor is aware of any threat to its financial solvency, a description of the threat must be included. If Contractor is aware of any of the following, they should include:
 - 5.J.ii.01. Pending Litigation: Case name, number and court in each and every lawsuit currently pending against Contractor.
 - 5.J.ii.02. Bankruptcy: Case name, number, court and names of creditors for each and every claim filed by Contractor in the previous 5 years.
 - 5.J.ii.03. Liens: List all current lien holders and the amount of each lien against Contractor.
 - 5.J.ii.04. Judgments: List any judgments against you within the past five (5) years and, for each, list the amount of the judgment and whether it was paid.
 - 5.J.ii.05. Where no threat is known, Contractor must provide a statement to that effect.
 - iii. Reference to any repayment agreements Contractor has entered into with LAHSA.
- K. Agency Grievance Procedure, attached hereto as Exhibit Q and incorporated herein by this reference.
- L. In the event that information in the following documents changes, Contractor shall provide immediate updates to these documents to LAHSA during the term of this AGREEMENT.
 - i. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State.
 - ii. Contractor's By-Laws and all amendments thereto, as adopted by Contractor and properly attested.
- M. HMIS Compliance Certification, attached hereto and incorporated herein as Exhibit V.

6. CONTRACTOR ASSURANCES

- A. Contractor assures that it has the legal authority to apply for federal and state funded assistance, and the institutional, managerial and financial capability (including, if applicable, funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management and completion of the project described in this AGREEMENT.
- B. Contractor shall adopt a Code of Conduct designed to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as further set forth in this AGREEMENT.
- C. To the fullest extent possible, Contractor shall coordinate its service planning and activities with other LAHSA Contractors that target the same geographic service area so that funding provided under this AGREEMENT is not used to duplicate services to the same beneficiaries.
- D. Contractor's plans and policies affecting all other Emergency Solutions Grant Contractors shall be equitable and beneficial to all such Contractors and the population they serve. Its service plans and policies shall be implemented equitably to benefit the populations targeted to receive services supported with funding provided under this AGREEMENT.

7. CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

Contractor warrants that it has adopted, shall retain, and make available upon request from LAHSA, the following documents and amendments thereto:

- A. Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP);
- B. Contractor's Personnel Policy, which incorporates due process protection of standard personnel procedures, and which Contractor agrees to abide by in the performance of this AGREEMENT;
- C. Contractor's Administrative Internal Management Plan, which shall cover preparation and submission of invoices and reports, reconciliation of cash-on hand and earnings with LAHSA records, reporting and tracking of participant activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, and reporting and tracking of program income.
- D. Contractor's Internal Management Plan, which shall identify the specific activities, including Contractor's monitoring activities involved in the aforementioned areas, the responsible staff, and the time line for execution of stated activities.
- E. Contractor's Board of Director's Meeting Minutes.

8. AGREEMENTS WITH OTHER FUNDING SOURCES

- A. A copy of any agreements between Contractor and other public or private organizations, which directly impact the activities funded under this AGREEMENT, shall be kept on file at Contractor's offices and be provided to LAHSA upon request. Contractor shall also notify LAHSA 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 LAHSA under this AGREEMENT.
- B. Prior to Contractor's submittal directly or indirectly as a collaborator of a grant application or acceptance of a grant award, Contractor shall notify LAHSA in writing and give LAHSA an opportunity to comment on the potential impact to LAHSA. A copy of any of the above agreements shall be furnished to LAHSA upon its request.

II.
TERM AND SERVICES TO BE PROVIDED

9. TIME OF PERFORMANCE

A. TERM

- i. The term of this AGREEMENT for the 2011-2012 Program Year, shall be from November 1, 2011, to March 31, 2012. Contractor shall conduct necessary PROGRAM start-up activities from November 1, 2011, to November 30, 2011. Contractor shall operate the 2011-2012 Winter Shelter Program from December 1, 2011, to March 14, 2012. Contractor shall conduct any necessary activities relating to closing down the shelter from March 15, 2012, to March 31, 2012.
- B. Funding for contract extensions will be based on the availability to LAHSA of County, State and Federal funds and on Contractor's successful performance of all terms of this AGREEMENT. Such an extension may be negotiated through a Request for Contract Renewal (RFCR). LAHSA shall provide Contractor with a RFCR form prior to the expiration of this AGREEMENT. Contractor shall complete said form and return it to LAHSA prior to the expiration of this AGREEMENT.
- C. The term of this Agreement is November 1, 2011 through March 31, 2012, however, from November 1, 2011 through November 30, 2011 is for start-up activities related to the program and March 15, 2012 through March 31, 2012 is designated for closing down of the program. Therefore, December 1, 2011 through March 14, 2012 is the period of time designated for the program described in Exhibit A, Statement of Work to be conducted.

10. SERVICES TO BE PROVIDED BY CONTRACTOR

- A. Contractor shall operate a Winter Shelter Program in a facility located at _____ Contractor shall operate said facility in accordance with the Minimum Shelter Standards, attached hereto as Exhibit G and incorporated herein by this reference. Further, Contractor shall perform all the services set forth in the Statement of Work, Exhibit A of this AGREEMENT, attached hereto and incorporated herein by this reference.
- B. The Statement of Work is a general description of the services made available by

Contractor together with any collaborating agencies. Should Contractor determine a need to alter the services described, approval must be requested in writing. Such approval by LAHSA must be received from LAHSA in writing prior to any change being implemented and may require a contract amendment.

11. GENERAL OVERVIEW OF CONTRACTOR RESPONSIBILITIES

- A. Contractor shall implement, operate and carry out the project awarded funding by LAHSA under the 2011 – 2012 Targeted Winter Shelter Program RFP, as specified in the Statement of Work and BUDGET incorporated herein by reference. Contractor shall comply with applicable Federal, State and COUNTY policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including current and future County Directives and Information Bulletins, and any amendments.
- B. Contractor shall ascertain and verify that prospective and actual recipients of services provided under this AGREEMENT are homeless and are located in the County of Los Angeles.

12. CONTRACTOR ADMINISTRATION, OPERATIONS AND SPECIFIED PROGRAM RESPONSIBILITIES

- A. Administrative Responsibilities such as reporting, accounting and auditing;
- B. Manage day-to-day operations of the Project;
- C. Maintain the Project site and facility(ies), including related supplies and equipment;
- D. Ensure that the Project is/remains fully staffed, filling all vacancies in a timely manner with personnel qualified by pertinent education and/or training and experience;
- E. Oversee and monitor all Project activities, including those of subcontractors to which program participants are referred;
- F. Safeguard and manage judiciously all funds paid to the project, including, if applicable, funds issued for payment to any subcontractors;
- G. Implement a performance-based procurement system for the selection of subcontractors;
- H. Provide project services consistent with the 2011 – 2012 Targeted Winter Shelter Program RFP and HUD's ESG key objective of benefiting primarily homeless persons as further specified in Exhibit A, Statement of Work.
- I. If subcontracts apply, ensure that the terms of this AGREEMENT with LAHSA are incorporated into all Subcontractor Agreements. Contractor shall submit all Subcontractor Agreements to LAHSA for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this AGREEMENT and their respective Subcontractor AGREEMENT.

- J. If subcontracts apply, ensure prior to the execution of a Subcontractor AGREEMENT and, also, to the release of funds to a subcontractor, that the subcontractor agency has provided proper evidence of required insurance coverage(s), naming LAHSA as additionally insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability and workers' compensation, as required by LAHSA pursuant to Exhibit H, Insurance Requirements.
- K. If subcontracts apply, request payment for a subcontractor agency(ies) only after required program and fiscal documentation has been received from the subcontractor agency.
- L. Utilize every resource necessary to ensure that a client(s) remains engaged in prescribed service interventions and completes project-specified activities and/or demonstrates the expected outcomes.
- M. Facility Requirements
- i. Location: Contractor's facility designated as the site of the project funded under this Program shall be physically located within the boundaries of the County of Los Angeles. The site shall remain as designated herein unless LAHSA approves, in writing, relocation to a new site within the specified service area. Contractor shall provide LAHSA with sixty (60) days advance written notice of its intent to move or close the project site.
 - ii. Accessibility:
 - 12.M.ii.01. Program facilities shall be designed to accommodate client access, core services offered to participants, client choice and electronic connectivity.
 - 12.M.ii.02. All facilities shall be in compliance with the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12101 et seq.
 - iii. Property or Facility Leases
 - 12.M.iii.01. All leases of property or facilities procured to house a County-funded ESG Program under this AGREEMENT must contain a provision which allows LAHSA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that LAHSA terminates Contractor's ESG AGREEMENT or if Contractor abandons the lease.
 - 12.M.iii.02. All leases of property or facilities procured to house a County-funded ESG Program under this AGREEMENT must contain a provision which provides that any improvements made to the facility or property by Contractor paid for with ESG funds, inures to the benefit of LAHSA, and LAHSA may elect, at its sole option, to remove such improvements
 - 12.M.iii.03. It is recommended that Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement

whereby the Lessor agrees that if Lessee's grant funding for any calendar year decreases by ten percent (10%) or more from the previous calendar, Lessee may terminate the lease with one hundred twenty (120) days written notice.

12.M.iii.04. A copy of all leases and lease amendments must be on file with LAHSA prior to the release of cash.

12.M.iii.05. Contractor shall not sublease, assign, or amend in any manner leases paid for with ESG funds without prior written LAHSA approval.

12.M.iii.06. Contractor shall invoice for only that portion of the lease cost that is allocated to ESG programs. Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

iv. Contractor-Owned Facility

12.M.iv.01. Reimbursement for Contractor-owned facilities shall be based upon the guidelines established in Federal Office of Management and Budget (OMB) Circulars A-87, A-102, A-110 and A-122, or successive rules.

N. Project Personnel

i. All LAHSA/County-funded positions are deemed to be essential to the work performed under this AGREEMENT. Prior to terminating or diverting project personnel to any other program(s), Contractor shall notify LAHSA of the proposed move, providing sufficient details to permit LAHSA to evaluate the impact on the program of such change(s) in personnel and, also, the plan for replacement of personnel. LAHSA reserves the right to require through future LAHSA or County directive(s), certification of employees for certain program functions requiring special expertise. All personnel shall be qualified for their position by education and/or experience.

ii. Employment of Key Personnel - For the purpose of this AGREEMENT, the Project Director and Chief Financial Officer needed in support of this AGREEMENT shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.

iii. Contractor shall employ persons meeting the qualifications for those positions as negotiated between Contractor and LAHSA for this AGREEMENT.

iv. Contractor shall not use grant funds provided under this AGREEMENT to pay salaries in excess of the maximum salary designated for each position as

negotiated between Contractor and LAHSA. Staff salaries for all positions shall be in conformance with industry standards.

- v. Deviation of the foregoing limitations shall require written LAHSA approval before becoming effective.
- vi. Contractor shall designate and schedule the availability of one full-time staff position to be responsive to this AGREEMENT and who shall serve as the primary liaison between Contractor and LAHSA with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this AGREEMENT, payment requests, and training.

O. Capacity-Building

- i. Contractor shall actively participate in Capacity-Building workshops and staff development workshops provided by LAHSA.
- ii. Contractor shall develop and implement a tool for assessing the training needs of project-related staff from its own and all other agencies involved in the operation of this Project.
- iii. With input from key project personnel, Contractor shall develop, implement and coordinate a plan for staff training that incorporates, at a minimum, opportunities for cross-training on strategies for sharing and integrating case management functions, program services, and the development of common procedures, forms and communication methods, and an integrated system of performance evaluation.

P. Monitoring

- i. Internal Monitoring
 - 12.P.i.01. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance with applicable Federal, State, County and LAHSA requirements. At minimum, Contractor shall review program performance, expenditure data, internal reports pertinent to the funded project(s), documentation on file relating to outreach efforts, client intake processing, eligibility verification, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management.
- ii. Subcontractor Monitoring
 - 12.P.ii.01. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project activities run by its subcontractors.
 - 12.P.ii.02. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives

from LAHSA.

- 12.P.ii.03. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s), and follow up the implementation of corrective action by conducting an independent monitoring effort.
- 12.P.ii.04. If a fiscal review of the Subcontractor initiated by Contractor reveals evidence of disallowed costs, Contractor shall notify LAHSA in writing. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.
- 12.P.ii.05. Contractor shall require that each Subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain client feedback for continual improvement of project operations.

Q. Client Satisfaction

- i. Contractor shall develop and maintain on file, and have available for review by authorized representatives of LAHSA, County, or Grantor, a plan for implementing a system to capture and examine client feedback on services delivered by Contractor and Subcontractors which, at minimum, incorporates client advisory groups and/or surveys, and complies with any LAHSA and/or County Directives and Informational Bulletins relating to customer satisfaction that may be issued.

R. Complaint Procedures

- i. Contractor shall develop a reasonable complaint resolution procedure in accordance with guidelines specified in Minimum Shelter Standards, Exhibit G of this AGREEMENT. Additionally, Contractor shall obtain a copy of all subcontractors' complaint procedures, which, also, must meet LAHSA requirements. Subcontractors that do not have existing complaint procedures may adopt grievance procedures modeled after LAHSA's. It is the responsibility of Contractor to ensure that such procedures are in place and to monitor adherence by subcontractors to said procedures.
- ii. Contractor shall be responsible for compiling and maintaining a log of all complaints filed against itself and/or its subcontractors, and for providing a record of those logs to LAHSA upon request.

13. PROGRAM REQUIREMENTS

Contractor shall confirm or provide evidence of the following material representations to remain eligible for funding under this AGREEMENT:

- A. Assure that the facility and project have bilingual capability based on population served. Contractor shall also provide an accessible resource to interpret the needs of project participants fluent in other languages but who do not speak English. Said resource may be in the form of paid staff (regular or on-call) or in the form of volunteer help. Contractor shall provide a written policy directive to LAHSA detailing its method of providing bilingual assistance to clients.
- B. Designate one position to be the Administrative Liaison to LAHSA for this AGREEMENT. This position must be one that is employed on a full-time basis by Contractor and will serve as the primary liaison between Contractor and LAHSA with respect to responding to administrative issues, e.g., preparation and submission of required program data and reports, personnel changes relating to this AGREEMENT, fiscal reports/requests for payment, and training. The name of the HMIS Liaison for this AGREEMENT appears in Exhibit V, HMIS Compliance Certification.
 - i. Contractor shall provide written notice to LAHSA within ten (10) calendar days of any change in the identifying or contact information for the HMIS Liaison.
 - ii. Target Population - Contractor shall ensure that clients served meet the definition of a Homeless person as provided herein.
 - iii. LAHSA Performance Targets - Contractor shall comply with performance targets provided in the Statement of Work, Exhibit A of this AGREEMENT. Non-compliance with or failure in meeting contracted goals may result in sanctions as set forth herein. LAHSA shall also verify Contractor's compliance pursuant to LAHSA Minimum Shelter Standards, Exhibit G.

14. PROGRAM CLOSE-OUT

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

15. PARTICIPATION IN THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

- A. CONTRACTOR hereby certifies, by completing the HMIS Compliance Certification contained in **Exhibit V** of this AGREEMENT, that CONTRACTOR will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). CONTRACTOR shall participate by entering data directly into the Los Angeles CoC's HMIS system administered by LAHSA, and adhere to all the

implementation guidelines developed under the Los Angeles CoC's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated quarterly and annual reports, and the use of any data monitoring tools or aggregate reports.

- B. CONTRACTOR must attend mandatory HMIS training classes as part of the implementation process. CONTRACTOR must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.
- C. CONTRACTORS may not provide any programmatic or client data by electronic data integration or data migration from other existing software programs except for the LAHSA approved HMIS programs. All CONTRACTORS must participate in the Los Angeles CoC HMIS through direct system input and report generation
- D. For CONTRACTORS serving a population of clients in the Emergency Shelter, Transitional Housing, and Permanent Housing Programs, the Los Angeles CoC's HMIS system, CONTRACTORS must accurately and completely reflect the program's bed utilization in HMIS throughout the reporting year. This ensures that data is usable for continuum wide reporting by the Los Angeles CoC's HMIS system to stakeholders and government entities.
- E. LAHSA shall rely upon and use its records from Los Angeles CoC's HMIS, and its on-site verifications as needed to substantiate CONTRACTOR'S performance. LAHSA may contact CONTRACTOR'S staff, participants, subcontractors, or training institutions to verify the documentation supporting performance and compliance with this AGREEMENT.
- F. LAHSA requires that all of CONTRACTOR'S programmatic reports, including quarterly and annual performance reports, and any pertinent program information be retrieved solely from Los Angeles CoC's HMIS. As a result, LAHSA shall not accept programmatic data not retrieved from Los Angeles CoC's HMIS.
- G. Los Angeles CoC's HMIS data quality must be monitored on a constant basis. LAHSA will provide support to assist CONTRACTOR in ensuring data is accurately input and reported. CONTRACTOR will be expected to utilize resources provided and confer with LAHSA support staff on at least a monthly basis.
- H. Failure to comply with any of these HMIS-related provisions shall be considered a material breach of this AGREEMENT and CONTRACTOR may be subject to the terms provided under the Defaults, Sanctions, Suspension or Termination for Cause sections of this AGREEMENT as determined by LAHSA.
- I. CONTRACTORS that serve primarily victims of Domestic Violence are generally exempt from these HMIS-related provisions unless otherwise notified.

16. ATTENDANCE AT LAHSA MEETINGS AND/OR TRAINING SESSIONS

Contractor shall be required to attend all meetings and/or training sessions as identified by LAHSA. Contractor may be excused from attendance only by prior written consent of LAHSA.

17. AUTHORITY OF LAHSA

Notwithstanding any other provision of this AGREEMENT, Contractor agrees that LAHSA

has authority to direct implementation of this Program/Project under the terms of the AGREEMENT as follows:

- A. LAHSA shall have primary oversight and conduct monitoring of the Program, including, but not limited to, making physical inspections of the project facilities; interviewing Contractor and/or, if applicable, subcontractor personnel or participants; and examining and excerpting from any books, documents, invoices or other records concerning this AGREEMENT at any time LAHSA deems necessary.
- B. Upon determination by LAHSA that it is in the best interests of the Program, LAHSA may, at its sole discretion, take the following actions upon written notice to Contractor in accordance with the provisions set forth herein:
 - i. Assume the day-to-day operations for the Project;
 - ii. Assume the rights and responsibilities of Contractor's lease(s) and/or any subcontracts entered into pursuant to this AGREEMENT;
 - iii. Direct the activities of Contractor and, if applicable, subcontractor staff, including requiring project staff to attend mandatory training and meetings;
 - iv. Require Contractor to provide additional project services that LAHSA may determine to be necessary to increase the diversity, compatibility and universal availability of services;
 - v. Require Contractor to subcontract with County selected specialists to provide certain services;
 - vi. Place materials, computer and other electronic equipment and accessories, or kiosks at the locations of project sites;
 - vii. Assign LAHSA staff or consultants to Contractor to provide direction and assistance on project operation; and/or
 - viii. Require Contractor to comply with a generally accepted system of financial accounting controls and with monitoring standards promulgated by LAHSA as specified in LAHSA's Contractor Accounting Handbook, Exhibit N. attached hereto and incorporated herein by this reference
- C. LAHSA shall require that Contractor establish and maintain a system of financial controls and audit procedures that are acceptable to LAHSA.
- D. LAHSA shall oversee implementation and monitoring of the Project in conformance with applicable regulations, guidelines and rules.
- E. LAHSA shall monitor and assess client satisfaction regarding the Project, where applicable, and use appropriate policies and procedures to facilitate best practices. For purposes of this section only, clients may include client individuals and/or families, funded contractors and subcontractors, other contracting entities, and County departments and offices.

III. PAYMENT

18. COMPENSATION

A. LAHSA shall pay to Contractor an amount not to exceed _____ dollars (\$) for the complete and satisfactory performance of the terms of this AGREEMENT. Such funds shall be allocated from County ESG and General Funds and shall be expended in accordance with a LAHSA approved BUDGET, Exhibit C. Contractor's authority to expend such funds shall be for specific time periods as set forth in this AGREEMENT. Contractor's right to receive compensation is conditioned upon compliance with LAHSA's indemnification and insurance requirements, satisfactory performance, and compliance with this AGREEMENT.

B. Funding as set forth by the foregoing subsection A is provided by the following funding sources and amounts:

COUNTY of Los Angeles Emergency Solutions Grant	\$0
COUNTY of Los Angeles General Funds	\$0
Total	\$

C. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this AGREEMENT.

D. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of grant funds provided to LAHSA by the County. Further, LAHSA reserves the right to change the amount of compensation set forth herein in the event that the County decreases funding available for this project.

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

F. Contractor's reimbursement for expenses incurred in the performance of this AGREEMENT shall be made only upon acceptance by LAHSA of Contractor's invoice and supporting documentation as identified herein.

G. Contractor shall maintain records by line item for every expenditure incurred directly or indirectly under this AGREEMENT. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, payrolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Such records shall be maintained in a file and made available for periodic review by authorized representatives of LAHSA, County, CDC, Federal and/or State agencies or other source(s) of grant funds awarded to Contractor. Undocumented expenditures shall not be paid by this AGREEMENT.

H. LAHSA shall reimburse Contractor for salaries, equipment or other legitimate allowable expenses as detailed by the LAHSA approved Budget incorporated herein by reference.

- I. Contractor shall not be reimbursed for administrative cost not specifically detailed or summarized and approved in the budget.
- J. LAHSA makes no commitment to fund this Project beyond the initial term of this AGREEMENT. LAHSA shall review Contractor's performance on a periodic basis. In the event LAHSA determines that Contractor is not meeting its proposed performance standards, LAHSA may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.

19. INTENTIONALLY DELETED

20. REALLOCATION OF FUNDS

LAHSA RESERVES THE RIGHT TO UNILATERALLY CHANGE THE AMOUNT OF COMPENSATION SET FORTH HEREIN UNDER THE FOLLOWING CONDITIONS:

- i. In the event that Contractor's spending pattern, as evidenced by invoices submitted to LAHSA for payment, will result in unexpended funds at the end of the contract term; and
 - ii. To meet the need for services in heavily impacted geographic regions.
- A. LAHSA makes no commitment to fund this Project beyond the initial term of this AGREEMENT. LAHSA shall review Contractor's performance on a periodic basis.
- B. In the event LAHSA determines that Contractor is not meeting its proposed performance standards, LAHSA may unilaterally reduce the compensation set forth herein upon written notice to Contractor and as set forth by a written amendment.

21. FUNDING OF AGREEMENT

Funding for all periods of this AGREEMENT is subject to the continuing availability of ESG Funds and General Funds from the County of Los Angeles. The AGREEMENT may be terminated immediately upon written notice to Contractor of a loss or reduction of federal grant funds.

22. METHOD OF PAYMENT

- A. Contractor shall be paid on a cost reimbursement basis, unless an advance payment plan has been authorized by LAHSA pursuant to Section 23, ADVANCE PAYMENTS. Invoices shall be submitted on a monthly basis by the seventh (7th) day of the month following the month in which services were provided. LAHSA shall provide payment for the invoice within thirty (30) business days if said invoices are submitted no later than the seventh (7th) day of the month and are complete and accurate. Such determination is at the sole discretion of LAHSA.
- B. In the event that Contractor submits an invoice after the seventh (7th) day of the month, LAHSA will provide payment within sixty (60) calendar days thereafter.

- C. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) calendar days after the services have been provided.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. LAHSA shall not compensate Contractor for any costs incurred for invoice preparation. LAHSA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. LAHSA reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by authorized individuals, as specified in the "Authorization to Sign Invoices" form provided by Contractor, under penalty of perjury that the information submitted is true and correct.
- E. Contractor hereby understands that LAHSA may request, and Contractor must provide if so requested, back-up documentation supporting the expenditures invoiced to LAHSA.

23. ADVANCE PAYMENTS

In order to facilitate Contractor's cash flow exigencies, as determined by LAHSA, Contractor may request an initial advance equivalent to one (1) month expenses. Said advance shall be based solely upon Contractor's actual expenditures authorized under this AGREEMENT and in accordance with the Budget. Advance payments to Contractor are subject to the following conditions:

LAHSA may permit an advance payment based on documented cash flow needs of Contractor and in accordance with County and LAHSA management policies. Such funds shall be deposited in a bank insured by the Federal Deposit Insurance Corporation.

Contractor's request for advance funds shall be by submitting a written monthly invoice as required herein and all documentation and information as required by LAHSA. Said request shall be submitted to LAHSA no later than the seventh (7th) day of the preceding month in which the services will be provided.

LAHSA shall recoup the advance provided to Contractor on a monthly basis by disbursing the advance funds requested less the cash on hand maintained by Contractor at the time of invoice submittal.

Contractor's failure to perform in accordance with the terms of this AGREEMENT shall result in Contractor returning all unearned advances to LAHSA.

If any interest is earned on advances under this AGREEMENT, it is to be regarded as program income, must be identified on the monthly invoice, and must be returned to LAHSA quarterly by separate check made payable to LAHSA.

24. BUDGET MODIFICATIONS

- A. Contractor shall be allowed to submit one written requests for budget modifications during the term of this AGREEMENT. The first budget modification may be submitted at any time through March 1, 2012. Any requests submitted after March 1, 2012 shall be rejected by LAHSA.
- B. Budget modifications shall be submitted to LAHSA when significant changes are made to the

- Program funded herein. For the purposes of this AGREEMENT, significant changes include:
- i. Additions in the types of activities (line items) approved under this AGREEMENT;
 - ii. Changes in the amount of funds allocated to each cost category such as personnel and non-personnel.

C. All budget modifications must be approved by LAHSA in writing.

IV. STANDARD PROVISIONS

25. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against County, LAHSA or Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this AGREEMENT that have contracted with LAHSA to perform or execute the work covered by Exhibit A, Statement of Work. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided herein.

26. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This AGREEMENT shall be enforced and interpreted under the laws of the State of California and the County of Los Angeles. Contractor agrees and consents to the exclusive jurisdiction of the court of the State of California for all purposes regarding this AGREEMENT and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

B. If any part, term or provision of this AGREEMENT shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this AGREEMENT, the validity of the remaining portions of provisions shall not be affected thereby.

27. INTEGRATED AGREEMENT

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

28. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be delayed or

suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual CapaCounty, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

29. BREACH

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

30. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

- A. Contractor shall not assign, delegate, subcontract, transfer, novate, or otherwise alienate this AGREEMENT, nor assign or transfer any right, interest or obligation in this AGREEMENT, including the right to payment, without prior written consent of LAHSA.
- B. Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to Contractor from LAHSA without prior written consent of LAHSA.

31. PERMITS

Contractor and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Contractor's performance hereunder and shall pay any fees required therefore. LAHSA is not permitted to waive any fees for services, except as otherwise required by law. Among the permits and licenses that may be required are Conditional Use Permits, B-Permits, Building Permits, Incorporation Fees or State Licensing Fees of any kind. Contractor further certifies to immediately notify LAHSA of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

32. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this AGREEMENT, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Contractor shall comply with Executive Order

11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

- B. Contractor shall make every effort to ensure that all projects funded wholly or in part by ESG Program funds shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, Contractor shall make every effort to employ residents of the area in which this Project is located and shall keep a record of the positions that have been created directly as a result of this Project.
- C. Any subcontract entered into by Contractor relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this section.

33. CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any LAHSA or County property (including reports, documents, and other tangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against LAHSA or County, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

34. INDEMNIFICATION

Contractor undertakes and agrees to defend, indemnify, and hold harmless LAHSA, County, and CDC, and any of their respective Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by Contractor or its subcontractors of any tier. The provisions of this section survive expiration or termination of this AGREEMENT.

35. INSURANCE

A. General Conditions

- i. During the term of this AGREEMENT and without limiting Contractor's indemnification of LAHSA, County, and CDC, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed in Exhibit H, Insurance Requirements, covering its operations hereunder. Specifically, such insurance shall: 1) protect LAHSA as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide LAHSA at least thirty (30) days advance written notice of cancellation, material reduction

in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to LAHSA's insurance program. Except when LAHSA is a named insured, Contractor's insurance is not expected to respond to claims which may arise from the acts or omissions of LAHSA. Contractor shall be responsible for furnishing Officers and Directors insurance for its Board members in the amount specified in Exhibit H, Insurance Requirements. Funds for said insurance shall be no less than twenty percent (20%) of the amount provided for project activities under this AGREEMENT

B. Modification of Coverage - Cancellation of or Changes in Insurance

- i. LAHSA reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.
- ii. Contractor shall provide LAHSA with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LAHSA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of LAHSA, upon which LAHSA may suspend or terminate this Contract.

C. Failure to Procure Insurance

- i. All required insurance must be submitted and approved by LAHSA prior to the inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by LAHSA. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.
- ii. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this AGREEMENT shall constitute a material breach of this AGREEMENT under which LAHSA may immediately suspend or terminate this AGREEMENT.

D. Workers' Compensation

- i. By signing this AGREEMENT, 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 such times as they may apply during the performance of the work pursuant to this AGREEMENT.

36. CONFLICT OF INTEREST

A. 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 Federal funds 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:

- i. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- ii. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- iii. 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.

B. Definitions:

- i. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- ii. The term "financial or other interest" includes but is not limited to:

36.B.ii.01. 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.

36.B.ii.02. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five (5) percent or more of the stock; employment in a managerial capa County; or membership on the Board of Directors or governing body.

C. No members of the Board of Directors may be employed by Contractor if this Contractor is a corporation.

D. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, party to a subagreement, or other persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent.

E. Contractor shall not subcontract with a former director, officer, or employee within a

one-year period following the termination of the relationship between said person and Contractor.

- F. Prior to obtaining LAHSA's approval of any subcontract, Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- H. 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.
- I. 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.
- J. 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".

37. COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

Contractor, in performance of this AGREEMENT, warrants and certifies that it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County of Los Angeles. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of funds, and repayment by Contractor to LAHSA of any unlawful expenditures. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT. These requirements include, but are not limited to:

- A. Office of Management and Budget (OMB) Circulars
Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
- B. Single Audit Act
If Federal funds are used in the performance of this AGREEMENT, Contractor shall

adhere to the rules and regulations of the Single Audit Act, 31 U.S.C. § 7501 et seq., and any administrative regulation or field memos implementing the Single Audit Act.

C. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and its implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this subsection.

D. Political and Sectarian Activity Prohibited

- i. 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.
- ii. Contractor shall submit to LAHSA a Certification Regarding Lobbying and, if relevant, a completed Disclosure of Lobbying Activities form, collectively Exhibit E, in accordance with 31 U.S.C. § 1352. No funds will be released to Contractor until the Certification and, if necessary, the Disclosure of Lobbying Activities form are filed.
- iii. Contractor shall file a Disclosure of Lobbying Activities form (Exhibit E-1) 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 of Lobbying Activities form previously filed by Contractor. Contractor shall require that the language of this Certification Regarding Lobbying (Exhibit E) be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

E. Records Inspection

- i. At any time during normal business hours and as often as LAHSA, County, and the U.S. Comptroller General, 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. LAHSA, County, and the U.S. Comptroller General, 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.

- ii. Contractor agrees to provide any reports requested by LAHSA regarding performance of this AGREEMENT.

F. Records Maintenance

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

G. Labor

- i. 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 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System Personnel Administration (5 C.F.R. Part 900, Subpart F).
- i. Contractor shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.
- ii. None of the funds shall be used to promote or deter union/labor organizing activities as established by California Government Code § 16645 et seq.
- iii. Contractor shall comply with the Hatch Act (5 U.S.C. §§ 1501-1508, 7324-7328).
- iv. Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the California Labor Code, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

L. Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are 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; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681- 1683, 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794, 45 C.F.R. Part 84), which prohibits discrimination on the basis of handicaps; (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, as amended (P.L. 92-255), relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527

of the Public Health Service Act of 1912, as amended, (42 U.S.C. §§ 290(dd)(3), 290 (ee)(3)), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. § 3601 et seq.), 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; (j) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 U.S.C. § 2000e), and implementing regulations; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

M. Environmental

- i. 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.
- ii. 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 Section 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); and (i) Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).
- iii. 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.
- iv. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- v. 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.
- vi. 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.

- vii. By signing this AGREEMENT, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.
- viii. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

N. Preservation

Contractor shall comply with Section 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.).

O. 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, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, Exhibit D, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to LAHSA concurrent with the execution of this AGREEMENT and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

P. The federal regulations, the Code of Federal Regulations, the Federal Register provisions and HUD guides applicable to Emergency Solutions Grant (ESG) programs.

- i. 24 C.F.R. Part 576, ESG Program.
- ii. ESG Desk Guide.

Q. Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701, 28 C.F.R. Part 67), and the California Drug-Free Workplace Act of 1990 (California Government Code §§ 8350-8357).

R. Miscellaneous

- i. Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544 7 U.S.C. § 2131 et seq.).
- ii. The Housing and Community Development Act of 1992, as amended (42 U.S.C. § 5301 et seq., 24 C.F.R. § 84, 85, 500 et seq.).
- iii. The Housing and Community Development Act of 1974.

- iv. Pro-Children Act of 1994
 - 37.Q.iv.01. Contractor must 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 an 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/or portions of facilities used for inpatient drug and alcohol treatment.
 - 37.Q.iv.02. 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.
- v. American-Made Equipment/Products - Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this AGREEMENT shall be American made.
 - i. Executive Order 12372 (intergovernmental review of federal programs).
 - ii. Fair Housing Act, as amended, (42 U.S.C. §§ 3601-3619) and the implementing regulation.
 - iii. Federal and State Occupational Safety and Health statutes.
 - iv. The federal regulations, the Code of Federal Regulations, and the Federal Register provisions applicable to Emergency Solutions Grant programs.
 - v. 24 C.F.R. Part 576, ESG Program.
 - vi. Title VII, Subtitle D of the Stewart B. McKinney Homeless Assistance Act of 1987, Public Law 100-77 (Emergency Community Services Homeless Grant Program), and the regulations adopted or the actions taken by the State of California Department of Economic Opportunity to implement such Act.
 - vii. The Grant AGREEMENT between County and the U.S. Department of Housing and Urban Development pursuant to Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act of 1987, including its General Terms and Conditions of 24 C.F.R. § 576 which are hereby incorporated by this reference.
 - viii. 24 C.F.R. Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and 24 C.F.R. Part 85, Administrative Requirements for Grants and

Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, particularly 24 C.F.R. § 85.36 (l), Contract Provisions 1-13.

- ix. 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, 11166.

38. COUNTY LOBBYIST ORDINANCE

A. Contractor and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Chapter 2.160 (Ordinance 93-0031), retained by Contractor shall fully comply with the requirements as set forth in said County Code. Contractor must also complete a Certification Regarding Lobbying, Exhibit E.1, to certify in writing that Contractor is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of Contractor will comply with the County Code. Failure on the part of Contractor and/or County Lobbyist or County Lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this AGREEMENT upon which LAHSA may immediately terminate or suspend this AGREEMENT.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

40. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is LAHSA's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

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

- A. Contractor acknowledges that County and LAHSA have established a goal of ensuring that all individuals who benefit financially from County or LAHSA or CDC through a contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this AGREEMENT to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with employment and wage reporting requirements as provided by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code § 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and

Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure § 706.031 and California Family Code § 5246(b).

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County and LAHSA place a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is LAHSA's policy to encourage Contractors to voluntarily post "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. LAHSA will supply Contractor with the poster to be used upon receipt of said poster from County.

43. EARNED INCOME TAX CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

44. FEDERAL, STATE AND LOCAL TAXES

- i. Federal, State and local taxes shall be the responsibility of Contractor as an Independent Contractor.
- ii. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

45. 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, Contractor shall report the fact and disclose the Invention promptly and fully to LAHSA. LAHSA shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between LAHSA and Grantor, Grantor shall determine whether to seek protection on the Invention. 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 C.F.R. Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 F.R. 13414, 3 C.F.R., 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 F.R. 48661, 3 C.F.R., 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.

46. RIGHTS TO USE INVENTIONS

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

47. COPYRIGHT POLICY

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

B. 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.

C. Contractor shall comply with 29 C.F.R. § 97.34.

48. RIGHTS TO DATA

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

49. TRADE SECRETS

Recognizing that LAHSA has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear LAHSA harmless from all damages, costs, and expenses by reason of any disclosure by LAHSA of trade secrets and proprietary information. LAHSA shall not require Contractor to provide technical information that is proprietary to it, except as is requested by LAHSA to successfully complete the Project that is the subject of this AGREEMENT.

50. OBLIGATIONS BINDING ON SUBCONTRACTORS

Contractor shall require all subcontractors to comply with the obligations of this AGREEMENT by incorporating the terms of this AGREEMENT into all subcontracts.

51. EQUAL BENEFITS ORDINANCE

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

During the performance of the AGREEMENT, Contractor certifies and represents that Contractor will comply with the EBO. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

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

52. CONFIDENTIALITY OF INFORMATION

- A. Grantor, County, CDC, LAHSA, and Contractor will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, 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. LAHSA and Contractor agree that:
- i. 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.

- ii. 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 California Civil Code, §502 of the California Penal Code, §2111 of the California Unemployment Insurance Code, §10850 of the California Welfare and Institutions Code, and other applicable local, State and Federal laws.
- iii. 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.
- iv. 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.
- v. If LAHSA or Contractor enters into an agreement with a third party to provide ESG services, LAHSA or Contractor agrees to include these data, 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.
- vi. 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.

53. FAITH-BASED ACTIVITIES

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this AGREEMENT.
- B. 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 ESG-funded programs or services.
- C. 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 ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

- D. A religious or faith-based Contractor may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols.
- E. 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.
- F. 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.
- G. ESG 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.
- H. ESG 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, ESG 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 ESG funds herein. Sanctuaries, chapels, or other rooms that an ESG funded religious congregation uses as its principal place of worship, however, are ineligible for ESG funded improvements. Disposition of real property after the term of the AGREEMENT, or any change in use of the property during the term of the AGREEMENT, is subject to government-wide regulations governing real property dispositions.

54. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 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.
- 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.

55. ALLOWABLE AND UNALLOWABLE COSTS

To be eligible for cost reimbursement payment under this AGREEMENT, costs must be made in compliance with this AGREEMENT, and Office of Management and Budget Circular (OMB) A-122, and with the principles set forth below:

- A. Be necessary and reasonable for the proper and efficient performance of this

AGREEMENT and in accordance with the approved Budget on file and approved by LAHSA. LAHSA shall have final authority to determine in good faith whether an expenditure is necessary and reasonable.

- B. Conform to the limitations within this AGREEMENT and to any governing statutes, regulations and ordinances.
- C. Be fully documented and determined in accordance with approved accounting procedures.
- D. Not be included as a cost or used to meet cost sharing or matching requirements or any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
- E. The following costs, among others, are specifically unallowable:
 - i. Bad Debts: Any losses arising from uncollectible accounts and other claims, and related costs.
 - ii. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
 - iii. Contributions and donations.
 - iv. 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.
 - v. Fines and Penalties: Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations.
 - vi. 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.
 - vii. Membership Expenses: Costs of membership in any organization that devotes a substantial part of its activities to influencing legislation.
 - viii. 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.
 - ix. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure unless specifically waived by County.
 - x. Insurance policies offering protection against debts established by the Federal Government.
 - xi. Costs prohibited by 29 C.F.R. Part 93 (Lobbying Restrictions) or costs of any

salaries or expenses related to any activity designed to influence legislation or appropriations pending before the Congress of the United States;

xii. Advancements or reimbursements for expenditures that are determined by County to be unallowable must be immediately returned to County.

xiii. ESG funds may not be used to supplant existing services.

56. FUNDS EARNED PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT

Contractor shall not earn funds provided under this AGREEMENT prior to the commencement of this AGREEMENT as provided herein without prior approval of LAHSA. Contractor shall not earn funds subsequent to suspension or termination of this AGREEMENT.

57. WITHHELD PAYMENTS

- A. Unearned payments under this AGREEMENT may be suspended or terminated if grant funds to LAHSA are suspended or terminated, or if Contractor refuses to accept additional conditions imposed on it by the County of Los Angeles or LAHSA.
- B. LAHSA has the authority to withhold funds under this AGREEMENT pending a final determination by LAHSA of questioned expenditures or indebtedness to LAHSA arising from past or present agreements between LAHSA and Contractor. Upon final determination by LAHSA of disallowed expenditures or indebtedness, LAHSA may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned ESG funds by either LAHSA, the County of Los Angeles, the State of California, or the Department of Housing and Urban Development, Contractor agrees that it shall pay to LAHSA in non-federal, non-state, and non-County funds, the amount of the final disallowance within thirty (30) days of receipt of notice from LAHSA that such funds are due.
- D. Payments to Contractor may be withheld by LAHSA if Contractor fails to comply with the provisions of this AGREEMENT.

58. RETURN OF UNEXPENDED FUNDS AND CLOSEOUTS

- A. Contractor agrees that either upon completion or termination of this AGREEMENT any unexpended funds, whether advances, interest earned on advances, or unearned funds, shall be immediately returned to LAHSA; in no event later than thirty (30) days after completion or termination.
- B. Contractor shall submit a complete and accurate final closeout invoice of costs and reimbursements for services performed under this AGREEMENT to LAHSA within thirty (30) days following the termination or completion of this AGREEMENT. Failure by Contractor to comply with the 30-day requirement may result in a unilateral close-out of this AGREEMENT by LAHSA based on previous invoices filed with LAHSA, and/or the imposition of sanctions as specified herein.

59. RECEIPT, USE, AND ACCOUNTABILITY OF PROGRAM INCOME

A. Program Income shall:

- i. Be the property of LAHSA; and
- ii. Not be expended without prior written approval of LAHSA unless otherwise provided for by this AGREEMENT; and
- iii. Be used solely to offset the operating expenses of the activities funded by this AGREEMENT.
- iv. Be defined as set forth in 24 C.F.R. § 85.25.

B. Contractor shall do all of the following:

- i. Record all program income.
- ii. Deposit all program income in a separate bank account.
- iii. Provide written reports of program income to LAHSA.
- iv. Non-Budgeted Program Income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
- v. Budgeted Program Income shall be reported in accordance with regular LAHSA invoice procedures provided herein.
- vi. Submit a written request to LAHSA to use any program income.
- vii. Retain all program income in a separate bank account until Contractor receives written approval from LAHSA authorizing the use of Program income. Approval for expenditure of program income will be documented by LAHSA on Contractor's Budget.
- viii. Report the expenditure of Program income for operating expenses on forms provided by LAHSA.

60. DISPOSITION OF PROGRAM INCOME

Contractor shall, within thirty (30) days of the expiration of this AGREEMENT, transmit to LAHSA any, and all, Program income directly generated by funds provided by this AGREEMENT. Program Income is defined in 24 C.F.R. § 85.25. Any program income on hand when the AGREEMENT expires, or received after the AGREEMENT expiration, shall be paid to LAHSA.

61. DEPOSIT, UTILIZATION AND COMMINGLING OF FUNDS

- A. Funds paid to Contractor pursuant to this AGREEMENT shall be deposited in a bank that is insured by the Federal Deposit Insurance Corporation. Funds approved under this AGREEMENT shall be solely for costs approved in the Project Budget under this AGREEMENT. Funds shall not be used as a cash advance between programs, as security to guarantee payments for non-program obligations, or as loans for non-program activities.
- B. Funds paid to Contractor pursuant to this AGREEMENT shall be used exclusively for the activities set forth by this AGREEMENT.
- C. Funds paid to Contractor pursuant to this AGREEMENT shall not be commingled with other funds administered by Contractor.

62. REVERSION OF ASSETS

- A. Contractor shall, within thirty (30) calendar days (including weekends and holidays) of the expiration of this AGREEMENT, transfer to LAHSA all funds on hand at the time of expiration and all accounts receivable attributable to the use of funds provided under this AGREEMENT.
- B. Any real property under Contractor's control that was acquired or improved in whole or in part with ESG funds provided under this AGREEMENT in excess of \$25,000 shall either be:
 - i. Used to meet one of the requirements specified in 24 C.F.R. § 84.32.
 - ii. Disposed of in a manner which results in LAHSA being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with subsection (i) above.

63. PRESS RELEASES – PUBLIC INFORMATION

Contractor shall make specific reference to LAHSA and the County of Los Angeles 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 LAHSA and the County of Los Angeles as the sponsoring agency of the project regarding any items that are related to the Program which is funded by this AGREEMENT. Contractor shall also coordinate press releases with the media/public relations project for maximum impact.

64. PARTICIPATION OF HOMELESS INDIVIDUALS

- A. Pursuant to 42 U.S.C. § 11375(d), Contractor shall provide for the participation of not less than one (1) homeless individual or former homeless individual on the Board of Directors or other equivalent policymaking entity of Contractor to the extent that such entity considers and makes policies and decisions regarding any facility services or other ESG assistance of Contractor.
- B. HUD may grant waivers to Contractors unable to meet the requirement stated above if Contractor agrees to otherwise consult with Homeless persons or formerly Homeless persons in considering and making such policies and decisions.
- C. Contractor is required to involve participants in the operation of the ESG funded program. This involvement includes the participants' employment or volunteering in project activities such as maintenance, general operation of facilities, or provision of services. This involvement can include paid or volunteer work.

65. EFFECT OF LEGAL JUDGMENT

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

provision herein contained.

66. PROHIBITION OF LEGAL PROCEEDINGS

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

67. NOTICE OF LABOR DISPUTES TO LAHSA

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, in regard to same to LAHSA. No funds in this AGREEMENT shall be used to promote or deter union organizing.

68. 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 by this AGREEMENT.

69. SOURCE OF FUNDS

The services provided under this AGREEMENT are funded with Emergency Solutions Grant Program funds from the Community Development Commission (CDC) of the County of Los Angeles.

70. TECHNICAL ASSISTANCE

Should Contractor need technical assistance from LAHSA regarding matters that are the subject of this AGREEMENT, Contractor shall submit a written request to LAHSA identifying the nature of the problem, the action Contractor has taken to resolve the problem, and the type of assistance needed. LAHSA shall make reasonable efforts to assist Contractor to the extent possible.

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

71. DEFAULTS

- A. Should Contractor fail for any reason to comply with the contractual obligations of this AGREEMENT, including but not limited to, fails to meet the Performance Standards, fails to start up the program on time, fails to provide services according to plan and/or to benefit customers and the provisions of the AGREEMENT, fails to maintain expenditures as approved in the Budget for the period, fails to resolve performance problems in a timely manner, fails to demonstrate the capabilities to solve identified problems within a specific time, fails to submit timely and accurate programmatic and/or fiscal documents to LAHSA, fails to maintain agreed cost per placement or fails to utilize LAHSA funds in accordance with the terms and conditions of the AGREEMENT, LAHSA reserves the right to take any or all of the following actions at its discretion:

- i. Notify Contractor of performance deficiencies in accordance with this AGREEMENT.
- ii. Withhold the release of funds.
- iii. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by one of the following three methods:
 - 71.A.iii.01. Surety/performance bond;
 - 71.A.iii.02. Standby or direct letter of credit; or
 - 71.A.iii.03. Blocked savings account.
- iv. The amount and form of such security, if required, shall be determined by LAHSA as noted on Exhibit H, Insurance Requirements, and is subject to prior LAHSA approval.
- v. Modify and/or renegotiate the funding and/or service level and/or make any changes in the general scope of this AGREEMENT.
- vi. Require Contractor to secure, at its own expense, the services of Independent Experts that possess the qualifications and knowledge required to manage a homeless nonprofit organization.
- vii. Require specific performance progress reports for identified time periods.
- viii. Reduce compensation within the scope of the LAHSA's reallocation policy.
- ix. Suspend operations in accordance with this AGREEMENT.
- x. Terminate the AGREEMENT.
- xi. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

72. SANCTIONS

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

73. PROBATION

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

74. SUSPENSION

- A. LAHSA may suspend all or part of the Project operations for failure of Contractor to comply with the terms and conditions of this AGREEMENT by giving written notice.
- B. Said notice shall set forth the specific conditions of non-compliance, effective date of suspension, period of suspension, and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event that Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension period.
- E. Performance under this AGREEMENT shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in accordance with this AGREEMENT.
- F. Contractor shall not resume program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.
- G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this AGREEMENT, the following may occur:
 - i. Termination of this AGREEMENT; or
 - ii. Threshold failure in any future scoring for a Request For Proposal (RFP) released by LAHSA for a period of two (2) years starting from the effective date of suspension.

75. TERMINATION FOR CONVENIENCE

During the term of this AGREEMENT, either party may terminate this AGREEMENT for any reason at all upon thirty (30) days prior written notice. The Executive Director, or his/her designee, is hereby authorized to give said notice on behalf of LAHSA, subject to ratification by the LAHSA Board of Commissioners. In the event that LAHSA terminates this AGREEMENT for convenience, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

76. TERMINATION FOR CAUSE

- A. This AGREEMENT may be terminated by LAHSA upon written notice to Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by LAHSA upon termination or upon the occurrence of any of the following events listed below. The Executive Director, or his designee, is hereby authorized to give said notice on behalf of LAHSA subject to ratification by the LAHSA Board of Commissioners. LAHSA is not required to use other remedies such as those provided herein prior to issuing a thirty (30) day notice to terminate this AGREEMENT.
- B. Should Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the AGREEMENT in their true intent and meaning, LAHSA shall terminate the activities of Contractor in whole or in part.
- C. Should Contractor neglect, inadequately respond, or refuse to provide a means for satisfactory compliance with this AGREEMENT and with the corrective actions provided by LAHSA within the time specified in such notice or report, LAHSA shall terminate the activities of Contractor in whole or in part.
- D. LAHSA may immediately terminate this AGREEMENT upon the termination, suspension, discontinuation or substantial reduction in ESG funding for the contract activity or if for any reason the timely completion of the work under this AGREEMENT is rendered improbable, unfeasible or impossible.
- E. This AGREEMENT may also be terminated in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, contract noncompliance and health code violations.

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 41, Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Contractor under this AGREEMENT. Without limiting the rights and remedies available to LAHSA under any other provision of this AGREEMENT, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which LAHSA may terminate this AGREEMENT pursuant to Section 76, Termination for Cause.

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 44. i., Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206

79. TERMINATION PROCEDURES

- A. All property, documents, data, studies, reports and records purchased or prepared by Contractor under this AGREEMENT shall be disposed of according to Federal directives contained in 24 C.F.R. § 84.
- B. In the event that Contractor ceases to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this AGREEMENT.
- C. Contractor shall return to LAHSA all equipment that was purchased with ESG funds pursuant to this AGREEMENT.
- D. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this AGREEMENT.
- E. LAHSA may withhold any payments due to Contractor until such time as the exact amount of damages or unearned dollars due to LAHSA from Contractor is determined.
- F. The foregoing subsections A, B, C, D and E shall also apply to Agreements terminating upon date specified in Section 9 of this AGREEMENT.

80. EFFECT OF TERMINATION

In the event that LAHSA terminates this AGREEMENT, Contractor shall not be eligible for funding under any Request For Proposals (RFP) released by LAHSA for a period of five (5) years starting from the effective date of termination.

81. NOTICES OF SUSPENSION AND TERMINATION

In the event that this AGREEMENT is suspended or terminated, Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted under this AGREEMENT within five (5) working days of receipt of the notice from LAHSA.

82. NOTICE OF CHANGES

- A. Contractor agrees to provide LAHSA sixty (60) days advance written notice of any

facts that may materially impact the performance of this AGREEMENT or impact LAHSA's decision to continue this AGREEMENT with Contractor. Among the items to be disclosed are an amendment to its Articles of Incorporation or By Laws, move to dissolve or transfer any assets derived from funds provided under Section 18 of this AGREEMENT, 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 LAHSA within five (5) days of changes affecting this AGREEMENT including: 1) any amendments of documents; 2) actions which would change Contractor's legal status; 3) any action which may materially change the performance of this AGREEMENT (i.e., bankruptcy); or 4) change in Contractor's corporate name.

83. CHANGE NOTICES AND AMENDMENTS

- A. LAHSA reserves the right to change, through negotiation, any portion of the work required under this AGREEMENT, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- i. For any change which does not materially affect the scope of work or any other term or condition included under this AGREEMENT, a Change Notice shall be prepared and signed by LAHSA's Director of Contracts and Grants Management or his/her designee and Contractor's Executive Director or his/her designee. Contractor shall provide LAHSA with the name(s) of said designee prior to contract execution.
- ii. For any revision which materially affects the scope of work or any term and condition included in the AGREEMENT, a negotiated Amendment to the AGREEMENT shall be executed between the Executive Director of LAHSA and the Executive Director of Contractor. For purposes of this AGREEMENT, a material revision is defined as changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation, a significant change, or any other change that requires LAHSA's Board of Commissioner's approval.

- B. Either party may request an Amendment to this AGREEMENT. Any amendments or modifications to this AGREEMENT must be in writing and shall be made only if executed by both Contractor and LAHSA. No oral conversation between any officer or agent, or employee of the parties shall affect or modify any the terms or conditions of this AGREEMENT.

84. TIME OF PERFORMANCE MODIFICATIONS

- A. Contractor must request a modification regarding the time of performance. The Executive Director may grant time of performance modifications when:
- i. In aggregate do not exceed twelve (12) calendar months;
 - ii. Will not change the Project goals or scope of services;

- iii. Are in the best interests of LAHSA and Contractor in performing the scope of services under this AGREEMENT; and
- iv. Does not alter the amount of compensation under this AGREEMENT.

85. PROGRAM CHANGES

- A. In the event that Contractor wishes to make significant changes to the approved Program under this AGREEMENT, LAHSA written approval is required prior to any and all changes. Contractor shall request all substantial changes in writing to LAHSA. Substantial changes include, but are not limited to:
 - i. A change in the recipient; or
 - ii. A change in the Project site, and
 - iii. A change in the category of participants to be served.

86. WAIVERS

- A. Waivers of provisions of this AGREEMENT must be in writing and signed by the appropriate authorities of LAHSA and Contractor.
- B. No waiver by LAHSA of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of a breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

VI.
REPORTS, RECORDS AND AUDITS

87. REPORTING REQUIREMENTS

- A. Contractor shall maintain documentation on file for the purposes of reporting data and information on performance for the funded Program and related project activities in a manner and in such detail that is consistent with the contracted scope of services.
- B. Contractor shall submit monthly program progress reports to LAHSA. Said reports shall provide quantifiable goals and objectives, and must be submitted on the Reporting Forms attached to this AGREEMENT. Contractor shall submit the monthly progress reports to LAHSA within seven (7) calendar days after each quarter ends. A copy of the Reporting Forms which are to be utilized for the monthly progress reports are attached hereto as Exhibit K and incorporated herein by this reference.
- C. Specifically, Contractor shall submit reports to LAHSA by the following dates:

<u>Month</u>	<u>Submittal Date</u>
December 2011	January 7, 2012
January 2012	February 5, 2012
February 2012	March 5, 2012
March 1-14, 2012	March 22, 2012
Close out invoice	30 days after PROGRAM completion

- D. If requested by LAHSA, the monthly activity report must be accompanied by sign-in

sheets. All Program Participants utilizing the Winter Shelter Program are required to sign-in on the sign-in sheet upon entry into the Program each night. LAHSA will not consider that a Program Participant was served if the sign-in sheets do not contain a Program Participant's actual signature. If a Program Participant is illiterate or disabled and is unable to personally sign their name, a shelter staff person may sign for the Program Participant and place their initials next to the signature. Contractor is responsible for submitting an explanation of the circumstances that led the shelter staff to sign on behalf of the Program Participant. Said explanation must be submitted with the monthly report.

- E. In the event that Contractor does not submit all required report(s) by the deadline specified in 86 (C), Contractor will be considered delinquent and all payments to Contractor shall be suspended until all required report(s) have been submitted by Contractor and approved by LAHSA.

88. CLOSEOUT REPORT

- A. Within thirty (30) days following the termination of this AGREEMENT, Contractor shall submit to LAHSA, on forms provided by LAHSA, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned ESG funds as identified in the close-out. Section 71 Defaults identifies LAHSA remedies for failure to comply with this requirement. By submission of the said closeout invoice, Contractor certifies that a) Costs reported and payments requested are valid and consistent with the terms of this AGREEMENT, b) Cash payment received from LAHSA shall be used to pay only for expenditures as reported on the final closeout invoices, and c) Costs reported and payments made are subject to LAHSA verification.
- B. In the event Contractor does not submit final closeout or other required documentation within the prescribed timeframe, LAHSA reserves the right to unilaterally closeout the AGREEMENT and use the invoices then on file at LAHSA for determination of Contractor's final allowable expenditures. LAHSA will not reimburse Contractor for expenditures reported after the 30-day closeout date following the termination or expiration of this AGREEMENT. LAHSA shall provide to Contractor all LAHSA closeout forms at least thirty (30) days before termination or expiration of this AGREEMENT.
- C. Annual Inventory Report - Contractor shall submit an annual inventory report to LAHSA by the period ending as stipulated herein for all nonexpendable property that has a LAHSA identification decal affixed to it. LAHSA shall provide the inventory report form to Contractor thirty (30) days before the termination date of this AGREEMENT.

89. AUDITS AND MONITORING

- A. At any time during normal business hours and as often as Grantor, the U.S. Comptroller General, the County of Los Angeles, CDC, or LAHSA may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this AGREEMENT. LAHSA, the U.S. Comptroller

General, HUD, CDC, and County of Los Angeles 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 LAHSA, the County of Los Angeles, CDC, the Department of Housing and Urban Development, 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 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 LAHSA regarding performance of this AGREEMENT.
- D. Contractor shall adhere to the rules and regulations of the Single Audit Act (PL 98-502) and the implementing OMB Circulars, and any administrative regulation or field memos implementing the Act.
- E. When total expenditures under all Federal programs in a fiscal year equal or exceed five hundred thousand dollars (\$500,000), Contractor shall have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in OMB Circulars A-133 as applicable, (County 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 Contractor or this AGREEMENT, shall be submitted to LAHSA within nine (9) months after the close of Contractor's fiscal year.
- F. Contractors who meet the above threshold shall annually subcontract with a qualified independent auditor.
- G. 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.
- H. 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 two copies of the report to LAHSA's fiscal department.
- I. If the auditor's report or management report identifies deficiencies with internal controls or contract compliance, 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.
- J. In the event that Contractor spends less than five hundred thousand dollars

(\$500,000) in Federal funds in a fiscal year, Contractor shall have conducted within nine (9) months after the close of Contractor's fiscal year, a financial statement audit. Said audit shall be performed by an independent auditor. Contractor shall submit a copy of the audited financial statement to LAHSA no later than fifteen (15) days after the receipt of the final audited statement.

- K. LAHSA 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:
- i. Withhold a percentage of assistance payments, at LAHSA's sole discretion, until the audit is satisfactorily completed and submitted to LAHSA;
 - ii. Withhold or disallow and require return of overhead and administrative costs;
 - iii. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to LAHSA; and/or
 - iv. Impose the Default, Probation, Suspension and Termination provisions of this AGREEMENT as set forth herein.
- L. LAHSA, County, CDC, Grantor, 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.
- M. LAHSA may require Contractor who has inadequate fiscal or administrative procedures, to use any or all of LAHSA'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.
- N. LAHSA 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.
- O. Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, Contractor shall be notified and given the opportunity to justify questioned expenditures prior to LAHSA's final determination of disallowed costs, in accordance with the procedures established under ESG.

90. MONITORING REPORTS

- A. LAHSA shall issue a monitoring report following the fiscal and program monitoring reviews. LAHSA may issue one report if it conducts a joint program and fiscal review or two distinct reports if it conducts a program and fiscal review at different times of the contract period. The report shall state whether Contractor is or is not in compliance with this AGREEMENT. If Contractor is not in compliance, the report shall specify the problems noted during the review. The report shall also:
- i. Fully and correctly identify the finding.

- ii. Cite program requirements or applicable regulations that have been violated.
- iii. Specify corrective actions that must be taken.
- iv. Include a deadline for responding to the monitoring letter and also for correcting each finding identified in the monitoring report.

91. EQUIPMENT RECORDS

- A. Non-expendable personal property (hereinafter to as equipment) acquired pursuant to this AGREEMENT shall be properly maintained and accounted for as set forth below.
- B. A record shall be maintained for each item of equipment acquired for the Program. Equipment is property that will not be consumed nor loses its identity by being incorporated into another item of property, which costs \$5,000 or more per unit or is expected to have a useful life of one (1) year or more. A grouping of like items, such as chairs, with an aggregate cost in excess of \$5,000 shall also be controlled and accounted for as equipment even though the cost of a single item is less than \$5,000. The record shall include: (a) description of the item of property, including model and serial number, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program, and (d) source of acquisition.
- C. The record shall indicate whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for equipment.
- D. All equipment obtained under this AGREEMENT shall have a LAHSA identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.
- E. A physical inventory shall be taken by Contractor and reconciled with the record card annually or at such other time as LAHSA shall prescribe.

92. ACCOUNTING PRACTICES

- A. Contractor shall maintain a system of internal control in accordance with generally accepted accounting principles and standards. Internal control comprises the plan or organization and all of the coordinate 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 in accordance with generally accepted accounting principles and LAHSA and County Directives. Financial systems shall include:
 - i. Information pertaining to sub-grant and contract awards, obligations, un-obligated balances, asset, expenditures, and income;
 - ii. Effective internal controls to safeguard assets and assure their proper use;
 - iii. A comparison of actual expenditures with budgeted amounts for each sub-grant and contract;
 - iv. Source documentation to support accounting records;
 - v. A double-entry General Ledger that supports the costs charged to the ESG program;
 - vi. Proper charging of costs and cost allocation and be sufficient to:
 - 92.A.vi.01. Permit preparation of required reports;

92.A.vi.02. 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 such funds;

92.A.vi.03. As required, permit the tracing of program income, potential stand-in costs and other funds that are allowable except for funding limitations as defined in.

93. DOCUMENTATION OF EXPENDITURES

A. Expenditures shall be supported by:

- i. Records documenting procurement of goods and services;
- ii. Contracts for goods and services;
- iii. Lease or rental agreements;
- iv. Invoices;
- v. Billing statements;
- vi. Cancelled checks;
- vii. Timecards signed by employees and supervisors;
- viii. Personnel authorization records;
- ix. Payroll registers;
- x. Payroll tax records;
- xi. Bank statements;
- xii. Bank reconciliation; and
- xiii. Documentation to support the allocation of costs.

B. Contractor shall not release funds to any subcontractor for reimbursement of costs until it has received adequate documentation from the subcontractor that such expenditures are reasonable and allowable under the subcontract. All documentation must remain on file at Contractor's office.

94. VALIDITY OF FINANCIAL DOCUMENTATION SUBMISSIONS

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

95. PROPERTY

A. All property, real and personal, purchased with funds provided by this AGREEMENT is the property of LAHSA and shall be returned to LAHSA upon termination of this AGREEMENT. Contractor shall file all Uniform Commercial Code statements for any eligible property purchased with funds from this AGREEMENT and deliver a copy of the filing to LAHSA.

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

- i. Property shall be used solely in the performance of this AGREEMENT;
- ii. No modifications shall be made to the property without the prior written approval of LAHSA;
- iii. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this AGREEMENT during the period said property is under the control of Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to LAHSA.
- iv. Contractor shall assure that all non-expendable equipment purchased with funds provided by previous Agreements between LAHSA and Contractor, and any subsequent amendments thereto, and all such equipment inventory record card, together with all non-expendable equipment purchased under the terms of this AGREEMENT, shall remain under the control of Contractor during the term of this AGREEMENT and shall be accounted for in accordance with the provisions herein.

C. Information regarding purchase of depreciable equipment including, but not limited to computer hardware and software and vehicles shall be maintained by Contractor to be submitted to LAHSA upon request.

96. PERSONAL PROPERTY

A. Lease of Equipment

- i. Prior to the lease of equipment, Contractor shall comply with the terms of this AGREEMENT;
- ii. Upon request, a copy of each executed equipment lease agreement shall be submitted to LAHSA prior to payment;
- iii. Written amendments to the executed equipment lease agreement shall comply with the conditions set forth herein;

iv. The term equipment as used in this Section shall be defined to mean personal property.

B. Purchase of Equipment

i. All supplies, materials, equipment or services purchased with funds provided by this AGREEMENT shall be used solely for the activities approved under this AGREEMENT, unless a fair market value for such use is charged to the benefiting program and credited to this AGREEMENT.

ii. Contractor shall follow its established policies and procedures for the purchase or lease of equipment having a per unit cost of five thousand dollars (\$5,000) or more. Such policies and procedures shall have been approved by the Contractor's Board of Directors and conform with regulations, guidelines and requirements contained in applicable Federal OMB Circulars and Common Rule. Non-compliance shall result in disallowance of the cost to purchase or lease.

iii. Contractor shall include the type and cost of equipment or material to be purchased or leased on the appropriate line item in the Project Budget documents submitted to LAHSA for prior approval.

iv. Notwithstanding adherence to OMB requirement contained in the following Circulars Common Rule, Subpart C, or A-110, if the purchase or lease of equipment/vehicle is not included within the Budget at the time of execution of this AGREEMENT, Contractor shall submit to LAHSA a written request for budget modification for review and written approval.

v. All property, real and personal, purchased under this AGREEMENT is the property of LAHSA and shall be returned to LAHSA upon termination of this AGREEMENT.

vi. The property shall be used and maintained by Contractor as follows:
96.B.vi.01. Property shall be used solely in the performance of this AGREEMENT;
96.B.vi.02. No modifications shall be made to the property without the prior written approval of LAHSA.

C. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this AGREEMENT during the period said property is under the control of Contractor, except losses, damage, or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to LAHSA.

D. Contractor shall exercise due care in the use, maintenance, protection and preservation of property in Contractor's possession and any other property purchased with funding provided by this AGREEMENT. Such care includes, but is not be limited to, maintaining required level(s) of insurance coverage against loss or damage to the property, and naming LAHSA as the other insured legal owner of any motor vehicle or

trailer purchased with LAHSA/County-provided funds.

- E. Information regarding purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles shall be maintained by Contractor to be submitted to LAHSA upon request.
- F. Contractor shall notify LAHSA in writing prior to using equipment for this AGREEMENT that was or is to be purchased or leased with public funds not provided by this AGREEMENT.

97. ACCOUNTABILITY FOR NON-EXPENDABLE PROPERTY

Contractor shall assure that all Non-expendable property (equipment) purchased with funds provided by this AGREEMENT and previous non-fixed price agreements between LAHSA and Contractor, and a subsequent amendments thereto, has a LAHSA identification decal affixed to it and is listed on LAHSA's equipment inventory record card. The property shall remain under the control and the responsibility of Contractor during this AGREEMENT, and shall be accounted for in accordance with the provisions of Equipment Records of this AGREEMENT. Contractor shall prepare and file all Uniform Commercial Code (UCC) statements for any property obtained with specifically identified funds under this AGREEMENT, and make available the non-expendable property so that LAHSA can prepare and file an annual inventory report as set forth in this AGREEMENT.

VII.

SUBCONTRACT AND PROCUREMENT PROCEDURES

98. SUBCONTRACTS

- A. Contractor shall comply with the Federal and County standards in the award of any subcontracts. For the purpose of this AGREEMENT, a subcontract is an agreement between Contractor and a third party. Subcontracts shall include, but not be limited to, purchase agreements, lease or rental agreements (excluding real property agreements), consultant services subcontracts, and construction subcontracts.
- B. Subcontracts entered into in the performance of this AGREEMENT shall:
 - i. Be subject to the terms and conditions set forth in this AGREEMENT. LAHSA shall require incorporation of the applicable provisions in a written agreement;
 - ii. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA;
 - iii. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses; and
 - iv. Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- C. Contractor shall ensure that the terms of this AGREEMENT with LAHSA are incorporated into all Subcontractor Agreements. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this

AGREEMENT and their respective Subcontractor AGREEMENT.

- D. Copy of each executed subcontract, or amendment(s) thereto, shall be submitted to LAHSA upon request.
- E. Under no circumstances shall Contractor enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

99. COMPETITIVE BID REQUIREMENTS

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

Items \$500 or less	No bids/solicitation required. Manager authorizing purchase should exercise due diligence in ensuring price is reasonable.
Items \$501 to \$24, 999	Minimum of 3 documented solicitation/bids. LAHSA Small/Informal Bids Form shall be used. (Exhibit L.)
Items over \$25,000	Formal Request for Bids (RFB) process, except where funding is designated by the legislative body providing funding.

- i. Procurement of services, supplies and fixed assets over \$25,000 require a competitive bid and solicitation process (i.e. through a Request for Bids (RFB) process). Exceptions to this are instances of sole source contractors as described in Section 99 and where the legislative body authorizing and providing funding designates a provider of services or supplies. The solicitation process shall be in accordance with the procurement procedures specified in 24 C.F.R. § 84.44. LAHSA Small/Informal Bids Form is attached hereto as Exhibit L and incorporated herein by this reference.

100. NON-COMPETITIVE SOLE SOURCE BIDS

A. Non-Competitive Sole Source Contracts for supplies and services contracts may be accepted only when the award of a contract is not feasible or practical and is supported by written documentation for the rationale for such judgment. The only circumstances under which a contract may be awarded by non-competitive bids are:

- i) *The item or service is only available from a single source or is copyrighted or legally owned by that source; or*
- ii) The item, supply or professional services required is so specialized or unique so as to make identification of appropriate competitive bidders extremely difficult or impossible to find; or
- iii) The needs of Contractor are urgent (but the urgency was not created by the actions or inactions of Contractor) and a formal RFB process would create significant hardship or jeopardy to Contractor;
- iv) An emergency exists that seriously threatens the public health, welfare or safety of staff or clients or immediately endangers property.

101. PARTICIPATION OF MINORITIES, WOMEN AND SMALL BUSINESSES

To the fullest extent possible in the administration of this AGREEMENT, Contractor agrees to provide opportunities for minorities, women and small businesses to participate in procurement under this AGREEMENT.

102. COST OR PRICE ANALYSIS

- A. Contractor shall establish standards for the performance of cost or price analysis when procuring subcontracts.
- B. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, Contractor shall make independent estimates before receiving bids or proposals.
- C. A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurement, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid or proposal, the offeror or proposer shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
- D. Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete or current as certified.
- E. Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
- F. If a bidder or proposer proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
- G. Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to ensure that they are in line with the services to be performed.
- H. A price analysis shall be used in all instances other than those instances specified in Subsection C above to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square feet, dollars per placement); iv) comparison with competitive published price lists and published market prices; and v) comparison with Contractor's independently developed cost estimates.
- I. The following cost analysis steps shall be used: i) verify cost or pricing data and evaluate cost elements; ii) evaluate the effect of the offeror's current practices on future costs; iii) compare proposed costs for individual cost elements; iv) verify that

offeror's cost submissions are in accordance with cost principles (allowable/allocable); and v) review to determine that all necessary cost or pricing data have been submitted.

- J. Contract procurement shall not permit excess Program income (for nonprofit and governmental entities) or excess profit (for private for-profit entities). If profit or Program income is included in the price, LAHSA or Contractor shall negotiate profit or Program income as a separate element of the price for each contract/subcontract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit or program income, consideration shall be given to:
- i. The complexity of the work to be performed;
 - ii. The risk borne by subcontractor;
 - iii. The subcontractor's investment;
 - iv. The amount of subcontracting;
 - v. The quality of the subcontractor's record of past performance;
 - vi. Industry profit rates in the surrounding geographical area for similar work; and
 - vii. Market conditions in the surrounding geographical area.
- K. All Contractors must comply with 24 C.F.R. § 84.25 Income Regulations and LAHSA contract provisions regarding Program income.
- L. All goods and services procured for pursuant to this AGREEMENT must be in compliance with the allowable cost provisions in 24 C.F.R. § 84, OMB A-122 and any State or Federal directives on allowable costs.

103. CODE OF CONDUCT

- A. Contractor warrants that no individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by ESG funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- i. The individual;
 - ii. Any member of the individual's immediate family;
 - iii. The individual's partner, or
 - iv. An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award.
- B. The officers, employees, or agents of LAHSA will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- C. Contractor has adopted a written Code of Conduct pursuant to California Government Code § 87100 et seq., which rules shall control.

104. NONCOMPETITIVE PROPOSALS - SOLE SOURCE.

- A. Sole source bids for supplies and services contracts may be accepted only when the

award of a contract is not feasible using the above procurement procedures. Any procurement based on non-competitive bids shall be supported by written justification.

- B. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
- i. The item or service is available only from a single source; or
 - ii. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.

105. RECORDS AND AUDITS OF SUBCONTRACTS

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by any subcontract. Such records shall be retained within the County of Los Angeles for a period of five (5) years after receipt of final payment under this AGREEMENT, unless authorization to remove them is granted in writing by LAHSA.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such form as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, data and information as LAHSA may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.

106. RESTRICTION ON DISBURSEMENTS

No money received pursuant to this AGREEMENT by Contractor shall be disbursed to any subcontractor except pursuant to a written agreement.

107. EXHIBITS

- A. Exhibit R, You Have The Right To Expect, Exhibit S, Minimum Fire Safety Standards, and Exhibit T, Domestic Violence Policy are attached hereto and incorporated herein by this reference.
- B. Exhibit U, Standard Operating Procedures for California National Guard Armories, describing janitorial and cleanup activities for Contractors operating the Program at a California National Guard Armory, is attached and incorporated herein by this reference.

VIII.
ENTIRE AGREEMENT

108. COMPLETE AGREEMENT

This AGREEMENT contains the full and complete AGREEMENT between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT. This AGREEMENT is executed in two (2) duplicate originals, each of which is deemed to be an original.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
COUNTY COUNSEL
BY: ALEEN LANGTON,
SENIOR DEPUTY COUNTY COUNSEL

Executed on this date _____

For: Los Angeles Homeless Services Authority

By: _____
Print Name: G. Michael Arnold
Title: Executive Director

Executed this _____ day of _____, 2011

For: _____

Internal Revenue Service ID Number:

By: _____
Print Name:



Said Agreement is Number _____ of LAHSA Contracts

**EXHIBIT A (CONTINUED)
STATEMENT OF WORK**

MEAL SERVICES INFORMATION

Meals prepared on-site? :	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If prepared off-site, caterer's name:				
Meal Service Schedule:	Morning Meal:	Sack meal at departure AM	H. Until	AM
	Evening Meal		PM Until	PM

SHELTER STAFF INFORMATION

Please list all staff positions, the number of each staff position intended to be employed at a given time (enough to provide coverage 7 days each week), and the minimum number of each staff position needed on-site during each shift (include additional sheets if necessary).

I. Position/Title	# of each position employed	Minimum # on site during opening shift	Minimum # on site during swing shifts	Minimum # on site during closing shift
hours of each shift				
1.				
2.				
3.				
4.				
5.				
6.				
7.				

**EXHIBIT A (CONTINUED)
STATEMENT OF WORK**

TRANSPORTATION INFORMATION

Method of transporting PARTICIPANTS to and from shelter location:		<input type="checkbox"/> Agency owned/leased vehicles vehicle type: _____ <input type="checkbox"/> Contracted out to transportation company vehicle type: _____	
If contracted out, transportation company's name:			
Transportation Company Contact Person:		Phone Number	
Pick-up Locations and Times		Drop-off Locations and Times	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
6.		6.	

**EXHIBIT A (CONTINUED)
STATEMENT OF WORK**

SHELTER SCHEDULE

Please list the approximate time of morning and night that each activity below will occur (Contractor may not delete any of the activities below, but may add other significant shelter activities to the list).

PM Schedule		AM Schedule	
1. Staff and security arrive		1. Wake up call	
2. Shelter set-up		2. Cots are broken down	
3. SHELTER OPENS		3. Blankets are placed in bags	
4. Evening showers available		4. Morning showers available	
5. Evening meal		5. Morning meal	
6. Intake and referral available		6. Shelter clean-up	
7. Meal area broken down and cots set-up (if applicable)		7. Transportation departs	
8. Blankets distributed		8. SHELTER CLOSES	
9. Evening clean-up times		9. Staff and security depart	

ADA COMPLIANCE INFORMATION

Is Agency compliant with the Americans with Disabilities Act of 1990 (ADA)?

- Compliant with ADA
 Not Compliant with ADA

If Contractor's site is not ADA accessible, Contractor must submit a written plan to LAHSA describing how it will comply with ADA requirements and provide reasonable accommodation to allow persons with disabilities access to the Winter Shelter program and services. Contractor's plan shall be incorporated herein and shall be deemed as a part of this AGREEMENT.

EXHIBIT A (CONITNUED)
STATEMENT OF WORK
Performance Targets for 2011-2012
Winter Shelter

Contractor:
Project Name: Winter Shelter Program
Contract Number:
Term: November 1, 2011 to March 31, 2012
Minimum Number of Unduplicated Individuals To Be Served:
Program Bed Utilization: 95% of available beds/units.

Development of Linkages to Services for Long-Term Staying Individuals (3 consecutive days or more)

Target: 75%

Formula: The number of unduplicated individuals without children who stayed in shelter for 3 consecutive days or more that were assessed and linked to services that addressed housing and health barriers DIVIDED BY the total number of unduplicated individuals without children that stayed for 3 consecutive days or more.

Verification: A completed assessment and documentation of service linkage in the participant case file(s) and in case notes in HMIS. Specific conditions that may require linkages to services include: (1) physical disabilities, (2) developmental disabilities, (3) chronic health issues, (4) HIV/AIDS, (5) mental health issues, and or (6) substance abuse.

Development of Linkages to Services for Families

Target: 100%

Formula: The number of families that were assessed and linked to services that addressed housing and health barriers DIVIDED BY the total number of families served.

Verification: A completed assessment and documentation of service linkage in the participant case file(s) and in case notes in HMIS. Specific conditions that may require linkages to services include: (1) physical disabilities, (2) developmental disabilities, (3) chronic health issues, (4) HIV/AIDS, (5) mental health issues, and or (6) substance abuse.

Exit to Emergency Shelter

Target: Families: 20%, or a 10% improvement over the previous year's performance.
Individuals: 3%

Formula: The number of unduplicated households who were exited to a temporary housing destination DIVIDED BY the total number of unduplicated exiting families in a program year.

Verification: A signed affidavit verifying tenure at exit destination, and the contact address and phone number documented in the participant case file(s) and in case notes in HMIS. Temporary housing destinations can include 24-hour emergency shelter, transitional housing, and all other destinations defined by HUD as temporary housing.

Exit to Transitional Housing

Target: Families: 3%
Individuals: 1%

Formula: The number of unduplicated households who were exited to a temporary housing destination DIVIDED BY the total number of unduplicated exiting families in a program year.

Verification: A signed affidavit verifying tenure at exit destination, and the contact address and phone number documented in the participant case file(s) and in case notes in HMIS. Temporary housing destinations can include 24-hour emergency shelter, transitional housing, and all other destinations defined by HUD as temporary housing.

Exit to Stable Housing

Target: Families: 2%
Individuals: 1%

Formula: The number of unduplicated households who were exited to a stable housing destination DIVIDED BY the total number of unduplicated exiting households in a program year.

Verification: A copy of the lease or rental agreement for the stable housing destination, verification of acceptance, and the new address and phone number documented in the participant case file(s) and in case notes in HMIS. Stable housing destinations can include permanent supportive housing, affordable housing, and all other destinations defined by HUD as permanent housing

**EXHIBIT B
INTENTIONALLY DELETED**

SAMPLE

**EXHIBIT C
PROJECT BUDGET**

CONTRACTOR:

CONTRACT NUMBER:

SAMPLE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 C.F.R. Part 24 24.510, Participants' responsibilities.

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

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.

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.

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

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.

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.

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.

EXHIBIT D (CONTINUED)
INSTRUCTIONS FOR CERTIFICATION

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.

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

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

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

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

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

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

**EXHIBIT E (CONTINUED)
CERTIFICATION REGARDING LOBBYING**

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

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

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

SAMPLE

**EXHIBIT E-1
DISCLOSURE OF LOBBYIST ACTIVITIES
(On Next Page)**

SAMPLE



**Community Development Commission
County of Los Angeles**

2 Coral Circle - Monterey Park - California 91755 - Tel: (213) 890- 7001

Carlos Jackson
Executive Director

**COUNTY ORDINANCE NO 93-0031
E.2 – COUNTY CERTIFICATION**

NAME OF FIRM:		DATE:
ADDRESS:		
STATE: CA	ZIP CODE	TELEPHONE:

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

1. It is understood that each person/entity/firm who applies for a Community Development Commission funded contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-003 1) and;
2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
3. That all persons/entities/firm who seeks a contract funded by the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract funded by the Los Angeles County and the Community Development Commission, County of Los Angeles

Authorized Official:

NAME:	
SIGNATURE:	DATE:

**EXHIBIT F
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

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

Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and it's implementing regulations.

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

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

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

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

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

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

CONTRACTOR:

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT G
LAHSA MINIMUM SHELTER STANDARDS

DEFINITIONS

EMERGENCY HOUSING means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

TRANSITIONAL HOUSING is a type of housing that facilitates the movement of homeless individuals and families to permanent housing. Homeless persons in transitional housing may receive supportive services such as childcare, job training, and home furnishings that help them live more independently.

PERMANENT HOUSING

This is long-term housing that may be accompanied by the provision of supportive services that are designed to enable homeless persons to live as independently as possible in a permanent setting.

1. ADMINISTRATION

- A. Our shelter has established written protocols to guide staff actions and Program services regarding injury and disease prevention within the shelter setting. At a minimum, the shelter maintains up-to-date statements on its policies regarding HIV/AIDS, mandatory implementation of universal precautions, and control of tuberculosis as per the Department of Public Health guidelines.
- B. Our shelter does not require religious participation.
- C. Our shelter does not deny participation in or the benefits of its Programs, on the basis of race, religion, ancestry, color, national origin, sex, sexual orientation, age, disability, or familial status. However, residential services can be limited to specific sub-populations of homeless people in regard to sex, age, and disability as long as the purpose is to enhance service provision or the dignity and safety of participants, and if meaningful nondiscriminatory referrals are made for the benefit of clients who are denied service.
- D. Our shelter does not charge residents for housing or other services, nor does it collect fees that would otherwise be the discretionary income of the client unless clearly posted and notification is made at the time of client intake. Any exception is recognized only with respect to shelters that charge fees that are clearly described in advance in accordance with uniform procedures that are on record with LAHSA.
- E. Our shelter has space designated for securing all documents in order to ensure client confidentiality.
- F. Our shelter clearly posts the location where grievances can be heard. If off-site, transportation will be provided by the shelter operator.

2. PERSONNEL

- A. Our shelter has trained on-site staff persons (paid or volunteer) to provide a safe environment during all hours the facility is open to the residents.
- B. Our shelter's staff has been trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling and de-escalation skills.

- C. Our shelter has an organized method of selecting and training all volunteers and paid staff. Also, volunteers and paid staff have job descriptions and identifiable lines of authority.
- D. Our shelter has staff whom, to the extent possible, can communicate in the language of our residents.
- E. Our shelter's staff receives on-going training on relevant community resources and social service Programs.
- F. Our shelter's staff shall be identifiable through uniform attire or identification badges.
- G. Our shelter has an organization chart showing the administrative responsibilities of all persons working in the shelter.

3. OPERATIONS

- A. Our shelter allows residents to exercise the following rights:
 - i. the right to religious liberty
 - ii. the right to present complaints and grievances
 - iii. the right to have all records and disclosures maintained according to the written shelter rules regarding confidentiality and privacy
 - iv. the right to review their records and have external disclosures of any personal client information, as governed by the written shelter rules regarding confidentiality and privacy
 - v. the right to be free from restraint or confinement unless the resident poses a danger or threat to others
 - vi. the right to leave and return to the facility at reasonable hours in accordance with the rules of the shelter
- B. Our shelter prohibits possession and the use of weapons, alcohol and illegal drugs on site.
- C. Our shelter shall provide a clean, safe and healthy environment that is consistent with conventional social services and which respects individual needs and human dignity.
- D. Our shelter has written policies for intake procedures and criteria for admitting people to our shelter.
- E. Our shelter provides all residents with, and posts in a conspicuous place, a copy of our house rules and regulations, and a copy of the disciplinary and grievance procedures.
- F. Our shelter keeps a daily office log which documents the activities of each shift, and any unusual or special situations and instructions regarding residents.
- G. Our shelter maintains a daily census, listing residents, employees and volunteers.
- H. Our shelter refers people to the appropriate shelter agency or referral service if we cannot provide shelter or a needed service.
- I. Our shelter does not require residents to perform labor, other than chores directly related to daily living activities within the shelter.

- J. Our shelter allows residents, during their period of stay, to report the shelter address as their legal residence for legal purposes such as receipt of mail, school registration, and voter registration.
- K. Our shelter has, or provides access to, a phone which residents can use within reasonable limits.
- L. If our shelter assists residents in managing their financial affairs, we do not charge for our services.
- M. If our shelter holds funds or possessions on behalf of a resident, those funds or possessions are returned upon demand within 24 hours.
- N. Our shelter takes incoming emergency phone messages for our residents during business hours

4. HEALTH

- A. Our shelter has available, at all times, first aid equipment and supplies for medical emergencies.
- B. Our shelter has at least one staff person on duty that is trained in emergency first aid procedures.
- C. Our shelter has provisions for storing, refrigerating, and retrieving residents' medications.
- D. Our shelter refers residents to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
- E. Our shelter promptly and appropriately responds to medical problems with residents and staff.
- F. Our staff receives regular training and is knowledgeable about common physical and mental health problems of homeless people and how to obtain needed and appropriate services.

5. FOOD SERVICE

- A. Our shelter provides residents with three well-balanced meals daily on-site or, in the case of some transitional housing Programs, by providing "do it yourself" food preparation facilities.
- B. Our shelter makes a reasonable effort to meet medically appropriate dietary needs of all residents.
- C. Our shelter provides food buying and menu planning by a staff member, consultant or volunteer knowledgeable in nutrition.
- D. Our shelter has made adequate provisions for the sanitary storage and preparation of any food provided.

6. EQUIPMENT AND ENVIRONMENT

- A. Our shelter is clean and complies with all applicable building, safety and health codes.

- B. Our shelter has a heating and ventilation system, and maintains a comfortable temperature.
- C. Our shelter has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works diligently to prevent and eliminate insect and rodent infestations.
- D. Our shelter provides each person with at least a bed (or crib for infants whenever possible), a blanket, and pillow, all of which are clean and in good repair.
- E. Our shelter has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water.
- F. Our shelter provides clients with reasonable access to public transportation.
- G. Our shelter has laundry facilities available to residents, or access to laundry facilities nearby.
- H. Our shelter provides storage for checking in/out residents' personal belongings during the period of shelter.
- I. Our shelter provides towels, soap, and toilet tissues.
- J. Our shelter provides a dining area separate from the sleeping areas.
- K. Our shelter has a sufficient quantity of functionally clean and reasonably private bathing facilities with hot and cold running water.

7. SAFETY

- A. Our shelter has an emergency plan covering earthquake, fire, flood and other disasters.
- B. Our shelter has a fire-life safety system including posting of an evacuation plan and all items as required by building, safety, and health codes.
- C. Our shelter has a phone available 24 hours per day to contact the fire department, paramedics, police, and site supervisor personnel, and posts a list of such emergency numbers at the telephone location(s).
- D. If separate rooms with doors are provided, doors in residents' rooms can be secured by the resident (staff must have a key).
- E. Our shelter has a security plan to deter theft and resident harm.

8. GRIEVANCES

Our shelter has an internal grievance procedure in place that incorporates the following:

- A. Our shelter has identified an individual to whom all grievances arising between the participants and shelter staff and/or grievances regarding operation of the shelter shall be referred for resolution. This individual is clearly identified to shelter management, staff and participants. The individual is familiar with homeless populations, shelter rules and grievance resolution policies and procedures.

- B. We have a written set of policies and procedures for the resolution of all grievances. These policies and procedures shall be freely available to all participants and staff, copies of which shall be clearly marked and made available to the client at each intake. A summary of the shelter grievance resolution policies and procedures shall be prominently displayed throughout the shelter, including entry and exit points. Our shelter grievance resolution policies and procedures include:
- i. The name and title of the staff person responsible for grievance resolution and how they are contacted.
 - ii. A procedure for hearing all grievances within 72-hours of a complaint being made, including the gathering of facts and testimony from other participants and staff and issuing a decision on the resolution of the grievance.
 - iii. A confidential area where grievances may be heard. We will provide transportation if an off-site facility is used for the hearing of grievances.
 - iv. A procedure for referring all unresolved grievances to an outside grievance resolution service within 48-hours of the meeting between the complainant and the staff person responsible for the resolution of grievances.
- C. The name of an outside grievance resolution service. At a minimum, Contractor shall indicate the following resolution service in its grievance procedures.
- Office of the City Attorney
Dispute Resolution Program
222 S. Hill Street, 6th Floor
Los Angeles, California 90012
Tel: 213.485.8324
- D. A procedure for notifying LAHSA of all unresolved grievances that have been referred to an outside grievance resolution service.
- E. The maintenance of a centralized location for the secure storage of all reports and records of any complaint made, whether or not it was resolved. These records shall be made accessible to LAHSA upon request.

**EXHIBIT H
INSURANCE REQUIREMENTS**

CONTRACTOR:

CONTRACT NUMBER:

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

Limits

(X) Worker's Compensation		Statutory
(X) Employer's Liability		\$1,000,000.00
() Broad Form All States Endorsement		
() Voluntary Compensation Endorsement		
() Longshoremen's and Harbor Worker Workers' Compensation Act Endorsement		
(X) Liability _____	General	\$1,000,000.00
(X) Premises and Operations	() Explosion Hazard	
(X) Contractual Liability	() Collapse Hazard	
(X) Independent Contractors	() Underground Hazard	
(X) Products/Completed Operations	() Garagekeepers Legal Liability	
() Broad Form Property Damage	() Hangar Keepers Legal Liability	
(X) Personal Injury	() Owned Automobiles	
() Broad Form Liability Endorsement	() Non-owned Automobiles	
() Fire Legal Liability	() Hired Automobiles	
() Watercraft Liability	() Incidental Medical Malpractice	
(X) Automobile Liability (if auto is used for this contract)		\$500,000.00
(X) Owned Automobiles		
(X) Non-Owned Automobiles		
___ Professional Liability (if applicable)		\$ _____
		—
___ Property Insurance _____		\$ _____
() Extended Coverage	() Debris Removal	
() Vandalism & Malicious Mischief	() Sprinkler Leakage	
() Flood	() Windstorm	
() Earthquake \$ _____	() Other	
___ Aircraft Liability (Bodily injury and property Damage)		\$ _____
() Passenger Liability (per seat) \$ _____		—
___ Ocean Marine Liability _____		\$ _____
		—
() Protection and Indemnity	() Cargo	
() Running Down Clause	() Inchmaree Clause	
() Pollution	() Charter's Legal Liability	
() Jones Act	() Wharfinger's Liability	
(X) Fidelity Bond		\$25,000.00
(X) Directors and Officers Insurance		\$20% of contract amount

EXHIBIT H (CONTINUED) INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

EXHIBIT H (CONTINUED) INSURANCE REQUIREMENTS

Additional Insured/Loss Payee: LAHSA, its Boards, Officers, Agents and Employees shall be included as additional insured' in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, second-party Legal Liability coverage's (such as Fire Legal) and Owners and Contractors Protective Liability, in which latter case the LAHSA shall be the Named Insured. LAHSA shall be named Loss Payee As Its Interest May Appear in all required property, fidelity or surety coverage.

Severability of Interest: Except with respect to the insurance company's limits of liability each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

Aggregate Limits/Blanket Coverage: If any of the required insurance coverage contain aggregate limits, or apply to other operations or tenancy of Contractor not related to this AGREEMENT, Contractor shall give LAHSA prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in Contractors best judgment may diminish the protection such insurance affords LAHSA. Further, Contractor shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. LAHSA may at its option, specify a minimum acceptable aggregate for each line of coverage required.

Self-Insurance and Self-Insured Retention's: Self-insurance Programs and self-insured retention in insurance policies are subject to separate approval by LAHSA upon review of evidence of Contractor's financial capacity to respond. Additionally, such Programs or retention must provide LAHSA with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. LAHSA will consider a self-insured Program or self-insured retention as an alternative to commercial insurance from Contractor upon review and approval of the following:

A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify LAHSA immediately of discontinuation or substantial change in the Program.

AGREEMENT to provide LAHSA at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.

AGREEMENT to notify LAHSA immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition which would have a significant negative effect on the protection that the self-insurance Program provides LAHSA.

Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance Program.

Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured retention or self- insured Program. Resubmission is required at least annually for the duration of the affected operation or more frequently at LAHSA request. Failure to comply will result in withdrawal of LAHSA approval.

The proposed self-insured Program must be approved by LAHSA prior to the start of this AGREEMENT.

EXHIBIT H (CONTINUED)
INSURANCE REQUIREMENTS

Underlying Insurance: Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents and subcontractors, if any, to protect Contractor's and LAHSA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

Fidelity Bond: For any losses of money, securities, and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder and/or trainee of the Contractor, subject to the following requirements:

The bond shall be a Commercial Blanket Bond, with an approved corporate surety covering all employees, board members, officers, partners, share-holders and/or trainees;

The amount of the bond shall be determined by LAHSA;

The bond shall be limited to this AGREEMENT and shall name LAHSA as loss payee, obligee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this AGREEMENT;

The bond shall cover losses incurred during the period of performance of this AGREEMENT with a discovery period covering no less than one (1) year subsequent to cancellation or other termination of the bond.

SAMPLE

**EXHIBIT I
AUTHORIZATION TO EXECUTE CONTRACTS**

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Name and Address of Contractor: _____

Contract Number(s) _____

At the board meeting held on _____, the Board of _____ duly adopted a resolution authorizing the following persons to execute contracts, amendments, addendums, and change notices* on behalf of Contractor. Contractor agrees to notify LAHSA in writing within 10 days of any changes in the authority granted herein.

NAME

TITLE

SIGNATURE

Chairperson
(Print Name)

Signature

Date

*if either is not applicable – strike out

**EXHIBIT J
AUTHORIZATION TO SIGN INVOICES**

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Contractor authorizes the following persons to sign invoices for advances and/or reimbursements on behalf of _____-. Contractor agrees to notify LAHSA in writing within 10 days of any changes in the authority granted herein.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Chairperson
(Print Name)

Signature

Date

**EXHIBIT K
REPORTING FORMS**

1. DAILY ATTENDANCE LOG SHEET
2. HOURLY SHELTER LOG
3. TRANSPORTATION REPORT FORM

SAMPLE

**LAHSA 2011-2012 Winter Shelter Program
DAILY ATTENDANCE LOG SHEET**

Date: ___ / ___ / ___

Page ___ of ___

Agency Name:

Shelter Address:

#	CLIENT NAME (please print)	J. CLIENT SIGNATURE	NEW	RN-ING	Did you use our transportation to get here tonight?
1.					YES NO
2.					YES NO
3.					YES NO
4.					YES NO
5.					YES NO
6.					YES NO
7.					YES NO
8.					YES NO
9.					YES NO
10.					YES NO
11.					YES NO
12.					YES NO
13.					YES NO
14.					YES NO
15.					YES NO
16.					YES NO
17.					YES NO
18.					YES NO
19.					YES NO
20.					YES NO
TOTALS					

I hereby certify that the above information is true and correct: Shelter Manager Signature: _____
(must be signed by an authorized agency representative)

2011 - 2012 WINTER SHELTER TRANSPORTATION FORM (CONTINUED)

Contractor:
 Contract Number:
 Address:
 Bed Capacity:

	Pickup #1: list each pickup location	Pickup #2:	Pickup #3:	Pickup #4:	Pickup #5:	Pickup #6:	Pickup #7:	Staff Initials	Drop-off #1: list each drop-off location	Drop-off #2:	Drop-off #3:	Drop-off #4:	Drop-off #5:	Drop-off #6:	Drop-off #7:	
	# Picked up	# Picked up	# Picked up	# Picked up	# Picked up	# Picked up	# Picked up		# Dropped-off	# Dropped-off	# Dropped-off	# Dropped-off	# Dropped-off	# Dropped-off	# Dropped-off	# Dropped-off
December 1, 2011																
December 2, 2011																
December 3, 2011																
December 4, 2011																
December 5, 2011																
December 6, 2011																
December 7, 2011																
December 8, 2011																
December 9, 2011																
December 10, 2011																
December 11, 2011																
December 12, 2011																
December 13, 2011																
December 14, 2011																
December 15, 2011																

2011 - 2012 WINTER SHELTER TRANSPORTATION FORM

	Pickup #1: list each pickup location	Pickup #2:	Pickup #3:	Pickup #4:	Pickup #5:	Pickup #6:	Pickup #7:	Drop-off #1: list each drop-off location	Drop-off #2:	Drop-off #3:	Drop-off #4:	Drop-off #5:	Drop-off #6:	Drop-off #7:
December 16, 2011														
December 17, 2011														
December 18, 2011														
December 19, 2011														
December 20, 2011														
December 21, 2011														
December 22, 2011														
December 23, 2011														
December 24, 2011														
December 25, 2011														
December 26, 2011														
December 27, 2011														
December 28, 2011														
December 29, 2011														
December 30, 2011														
December 31, 2011														
TOTAL														
AVERAGE														

Exhibit L - LAHSA Small/Informal Bids Form

Agency Name _____

Contract # _____

Purchase Item _____

Quantity _____

Specifications:

Three Quotes:

1st Company _____
Address _____
County, State, Zip _____
Quote Date _____
Quote Cost \$ _____

Phone: _____

Contact Person: _____

2nd Company _____
Address _____
County, State, Zip _____
Quote Date _____
Quote Cost \$ _____

Phone: _____

Contact Person: _____

3rd Company _____
Address _____
County, State, Zip _____
Quote Date _____
Quote Cost \$ _____

Phone: _____

Contact Person: _____

Bids Obtained by: _____



**EXHIBIT M
EQUAL BENEFITS ORDINANCE**

SAMPLE

**EXHIBIT N
LAHSA'S CONTRACTOR ACCOUNTING HANDBOOK**

SAMPLE

EXHIBIT O
CURRENT LIST OF BOARD OF DIRECTORS
(including business address, phone number/s and, if possible, email address)

SAMPLE

**EXHIBIT P
LETTER OF REPRESENTATION**

The Letter of Representation must include statements regarding:

Pending litigation and other significant issues that may threaten the financial viability of Contractor.

When Contractor is aware of any threat to its financial solvency, a description of the threat must be included.

Pending Litigation: Case name, number and court in each and every lawsuit currently pending against Contractor.

Bankruptcy: Case name, number, court and names of creditors for each and every claim filed by Contractor in the previous five (5) years.

Liens: List all current lien holders and the amount of each lien against Contractor.

Judgments: List any judgments against you within the past five (5) years and, for each, list the amount of the judgment and whether it was paid.

Where no threat is known, Contractor must provide a statement to that effect.

SAMPLE

**EXHIBIT Q
AGENCY GRIEVANCE PROCEDURE**

Contractor, please provide)

SAMPLE

**EXHIBIT R
YOU HAVE THE RIGHT TO EXPECT**

AS A RESIDENT OF THIS SHELTER, YOU HAVE THE RIGHT TO EXPECT:

- a) Transportation to and from the shelter
- b) A confidential intake
- c) A cot (or bed) and blanket
- d) Two balanced and adequate meals (dinner and breakfast)
- e) Access to safe drinking water and cups at all times
- f) Access to clean and functioning toilets, showers and sinks
- g) Towels and hygiene supplies for bathing
- h) A clean, safe and well-maintained shelter environment
- i) Adequate ventilation and heat
- j) Referrals to social service providers, if you request them
- k) A copy of shelter rules
- l) A copy of the L.A. Homeless Services Authority's "Minimum Winter Shelter Standards"
- m) A copy of this shelter's grievance procedures

If any of the above are not provided at this shelter, please speak to the shelter manager.

The manager of this shelter is: _____.

**EXHIBIT R (CONTINUED)
(SPANISH)**

COMO RESIDENTE DE ESTE ALBERGUE, USTED TIENE DERECHO A LO SIGUIENTE:

- a) Transporte al albergue y desde el albergue
- b) Una entrevista confidencial
- c) Una cama y mantas
- d) Dos comidas adecuadas y balanceadas (cena y desayuno)
- e) Acceso continuo a agua potable y a tazas
- f) Acceso a baños, duchas y piletas, limpias y en buen funcionamiento
- g) Toallas y elementos de higiene personal para bañarse
- h) Un ambiente limpio, seguro y bien mantenido
- i) Ventilación y calefacción adecuadas
- j) Si usted lo solicita, información acerca de proveedores de servicios sociales
- k) Una copia de las reglas del albergue
- l) Una copia del estándar mínimo de funcionamiento de los programas de albergue para el invierno de LA Homeless Services Authority
- m) Una copia de los procedimientos de queja del albergue

Si alguno de los servicios mencionados anteriormente no son provistos en este albergue, favor de hablar con el director del albergue.

El director de este albergue se llama:

EXHIBIT S MINIMUM FIRE SAFETY STANDARDS

The following standards shall be viewed as a minimum standard of fire and life safety for all PARTICIPANTs in the Winter Shelter Program. Fire Department inspection and approval are required at all Winter Shelter Sites. Fire Department approval is the responsibility of the contracted agency.

- 1) Bed Placement: Space around beds will be approximately 3 feet on each of the longest sides. Aisles leading to exit doors will be eight feet wide and unobstructed by any cot or storage material.
- 2) Fire Watch: In the absence of an approved fire detection system, the Contractor will provide twenty-four hour fire watch. At the time of inspection of the facility, the Fire Inspector will determine the number of persons needed to perform fire watch duties. Fire Watch personnel are dedicated to that task. Fire watch personnel will be responsible for a continuous patrol of the shelter for the purpose of detecting fire or other emergencies, and transmitting an immediate alarm to the Fire Department and the occupants.
- 3) Alarm Device: The Contractor will provide a basic fire alarm sounding device. One pull and a bell will be located so that fire watch personnel can activate it to alert the occupants of a fire or emergency. Fire Inspector will determine the type and necessity of the alarm device based on the size of the shelter. A manual device (i.e. whistle, a large school bell) may be sufficient.
- 4) Fire Extinguishers: The Contractor will provide fire extinguishers with a 2A rating. The extinguishers will be located within 75 feet of travel in every portion of the structure.
- 5) Partition Construction: The Contractor will make no temporary partitions, or any construction, with combustible material.
- 6) Smoke Detectors: The Contractor will provide smoke detectors. Battery powered smoke detectors are acceptable. If the facility has existing hard-wired devices, they must be operable. The appropriate number of smoke detectors will be determined at the time of inspection, based on shelter configuration and manufacturer specification.
- 7) Emergency Lighting: The Contractor will provide emergency lighting in each room and exit pathways. Plug-in lighting is acceptable.
- 8) Emergency Exits: Two exits per floor are required; and/or two exits per 50 occupants. The Contractor will maintain all means of egress free of any storage or other materials that would render egress hazardous in case of an emergency.
- 9) Exit Signs: The Contractor will provide exit signs at all exit doors. The signs shall bear the word "EXIT" in letters not less than 6 inches high with a $\frac{3}{4}$ inch stroke on a sharply

contrasting background at all exit doors. The signs may be paper or illuminated, subject to inspection.

- 10) Kitchen Fire Safety: If food preparation is to be done on-site, requirements for cooking facilities will be determined on a case-by-case basis depending on the occupancy of the shelter.

SAMPLE

EXHIBIT T
WINTER SHELTER PROGRAM
DOMESTIC VIOLENCE POLICY

To help maintain a safe and appropriate environment for all persons utilizing the Winter Shelter Program, LAHSA has instituted the following policy for sheltering persons fleeing a Domestic Violence (DV) situation. This policy should aid Winter Shelter Program staff in making informed decisions, selecting the best course of action to follow, and assuring the safety of all shelter guests.

Because persons fleeing a domestic violence situation need specialized assistance, including but not limited to a safe, secure and confidential shelter location, it is important for staff to make appropriate referrals to DV Hotlines and DV Shelters as soon as possible. Any delay in making the proper referral could result in further risk for the person involved, and other guests at the Winter Shelter Program site.

In the event that a person seeking shelter discloses that they are fleeing a current domestic violence situation, Winter Shelter Program staff should work together with the person to connect them to a specialized DV shelter provider or hotline.

DV Hotline personnel are experienced and trained to:

- a) assist with medical emergencies;
- b) advise what to do if someone is currently in pursuit of the victim;
- c) inform Winter Shelter Program staff of steps they should follow;
- d) develop a temporary safety plan over the telephone with the victim; and,
- e) identify appropriate shelter and services.

At no time is it appropriate to provide ongoing shelter at a Winter Shelter Program site for persons fleeing a current domestic violence situation. However, as availability of bed space in DV shelters is limited, it may be necessary to provide shelter/voucher accommodation until the first possible space becomes available.

EXHIBIT T (CONTINUED)
WINTER SHELTER PROGRAM
DOMESTIC VIOLENCE POLICY

The following hotline numbers can be utilized to ascertain the availability of designated Domestic Violence shelter beds and obtain up-to-date referrals for counseling and other supportive services:

K. Hotline #	Agency
(800) 339-3940	Center for Pacific Asian Families
(800) 548-2722	Chicana Service Action Center
(800) 585-6231	E. LA Women's Center
(800) 479-7328	Jenessee Center
(213) 745-6434	1736 Family Crisis Center
(310) 370-5902	1736 Family Crisis Center
(310) 379-3620	1736 Family Crisis Center
(310) 898-3117	Peace and Joy Care Center
(310) 548-2805	Rainbow Services, LTD.
(310) 264-6644 (with TDD)	Sojourn
(562) 402-4888	Su Casa
(562) 944-6144	Angel Step Inn
(562) 594-4555	Interval House
(562) 594-4555	Interval House Teen Hotline
(562) 945-3939	Women's and Children Crisis Center
(562) 437-4663	Women Shelter of Long Beach
(626) 967-0658	YWCA-WINGS
(661) 945-6736	Valley Oasis
(714) 891-8121	Interval House
(714) 891-8121	Interval House Teen Hotline
(818) 887-6589	Haven Hills
(818) 242-1106	YWCA Glendale Domestic Violence Project
(909) 988-5559	House of Ruth
(818) 505-0900	Jewish Family Service

EXHIBIT U
STANDARD OPERATING PROCEDURES FOR CALIFORNIA NATIONAL GUARD ARMORIES
JANITORIAL AND CLEANUP

DAILY

Restrooms:

- Fill and clean all dispensers, to include soap, paper towels and toilet paper products
- Empty, clean, and disinfect all waste receptacles and insert new liners
- Clean and disinfect all wash basins, counters, and fixtures with non-abrasive cleaner
- Clean all chrome, stainless steel, and polish to a shine
- Wash and disinfect all urinals and toilets, removing stains , and cleaning under rims and flush holes
- Clean and disinfect toilet seats, fixtures and outside surfaces of urinals and toilets
- Dust and spot clean with detergent all partitions, walls, doors, and other surfaces

Shower/locker rooms:

- Fill and clean all dispensers
- Empty, clean, and disinfect all waste receptacles and insert liners
- Scrub and disinfect with anti-fungal cleanser, all shower areas and fixtures. (All surfaces shall be free of soap scum, body oils, mineral deposits, stains, and orders)
- Sweep and damp mop floors with disinfectant
- Dust and spot clean lockers and benches. (Benches shall be left dry)
- Dust and spot clean all doors, walls, partitions, mirrors and other surfaces
- Clean floor drains of hair, soap and all other materials
- Scrub entrances and walkways with deck scrub brush and disinfectant cleanser

Entry Ways/Lobbies/Hallways/Corridors/Traffic Areas/Stairs:

- Dust mop floors
- Damp mop floors
- Empty and clean wastebaskets, central recycling bins, and trash barrels, including those outside entrances, and replace liners. (Wastebaskets and trash cans shall be free of stains and odors)
- Clean doors, door glass, frames, and kick-plates on both sides
- Sweep and damp mop stairways, damp wipe handrails
- Dust and wipe clean with damp or treated cloth: partitions, walls, baseboards, counters, cabinets and all other horizontal surfaces
- Sweep outside entryways
- Empty and clean ashtrays, screen all ash urns. (Replenish sand as needed)

Other Services:

- Collect and discard debris in exterior areas that are accessible by clients, to include randomly discarded cigarette butts and paper trash (not located within fenced portion of property)

- Sweep all exterior entrances and patios, empty and replace liners, clean garbage cans and cigarette urns, clean exterior furniture as needed
- Janitorial closets and storage spaces shall be kept clean, neat, and orderly
- Spot clean walls
- Clean phone booths and fixtures
- Clean, sanitize, and polish drinking fountains

WEEKLY

Restrooms:

- Clean urinals and toilets with liquid toilet bowl cleaner to remove and prevent build-up of stains and deposits
- Pour a large pail of water down floor drains
- Washing and disinfect walls, partitions, frames, and doors

Shower/locker rooms:

- Clean and disinfect exterior of all lockers. (Do not allow water to drip into lockers)
- Clean and disinfect all doors, walls, partitions, and benches. (Leave benches completely dry)

Other Services:

- Damp wipe all doors, walls, frames, sills, counters, baseboards, etc.
- Remove all cobwebs

MONTHLY

- Spray buff resilient and hard surface floors
- Clean window blinds
- Scrub clean all surfaces in showers

QUARTERLY

- Scrub, reseal and buff resilient and hard surface floors