LOS ANGELES HOMELESS SERVICES AUTHORITY

2022 - 2023 ROADMAP INTERIM HOUSING PROGRAM AGREEMENT

FISCAL YEAR 2022 – 2023 AGREEMENT

Contractor:	**PATH**
Allocation Reference Number:	**2022BHRIH023**
EGMS ID Number:	**AD-BH-RIH-022-01**
Grant ID Number (EGMS):	**GT-BH-RIH-022**
Program Name:	**PATH-BHRIH-Adults- SPA 4 (Highland Gardens)**
Subaward Title:	**PATH-BHRIH-Adults- SPA 4 (Highland Gardens)**
Term:	**November 14, 2022 to June 30, 2023**

CFDA: NONE
DUNS: 84-7856390
EGMS UNIQUE ENTITY ID (UEI): J8T8GCB291E9

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EXHIBIT LIST

Exhibit A	Statement of Work
Exhibit B	Conditions Precedent
Exhibit C	Program Budget and Services
	Appendix 1 - Advance Payments*
Exhibit D	Intentionally Omitted
Exhibit E	Definitions*
Exhibit F	Funder Terms and Conditions
Exhibit G	LAHSA Homeless Programs Grievance Resolution Appeal Form*
Exhibit H	Letter of Intent (included if no Exhibit C, Program Budget and Service)
Exhibit I	LAHSA Contractor's Accounting Handbook*
Exhibit J	Safe Surrender Baby Law*
Exhibit K	Contractor's Equal Employment Opportunity Certification*
Exhibit L	Intentionally Omitted
Exhibit M	Participant Termination and Grievance Policies and Procedures*
Exhibit N	Intentionally Omitted
Exhibit O	Intentionally Omitted
Exhibit P	Intentionally Omitted
Exhibit Q	Intentionally Omitted
Exhibit R	Intentionally Omitted
Exhibit S	Intentionally Omitted
Exhibit T	Intentionally Omitted
Exhibit U	Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care*
Exhibit V	Equal Access Policy*
Exhibit W	LAHSA Facility Standards*
Exhibit X	LAHSA Program Standards*
Exhibit Y	LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Form*
Exhibit Z	Fraud Hotline Fact Sheet*
Exhibit AA	Fraud Hotline Poster*

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

LOS ANGELES HOMELESS SERVICES AUTHORITY
2022 – 2023 ROADMAP INTERIM HOUSING PROGRAM

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

R E C I T A LS

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

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

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

WHEREAS, LAHSA released the Request for Proposals (RFP) related to the Program, Contractor applied to and was awarded the RFP;

WHEREAS, on November 18, 2022, the LAHSA Board of Commissioners voted to award this Agreement in the amount of **six million fifty-nine thousand, three hundred fifty dollars and no cents ($6,059,350.00)** to Contractor;

WHEREAS, the Program, which is the subject of this Agreement, has been established by LAHSA via the funding agreement(s) with Funding Entities as identified in **Exhibit C**, Program Budget and Services;

WHEREAS, Contractor was awarded under LAHSA approved procurement processes in accordance with this Agreement;

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

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

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

WHEREAS, LAHSA has implemented the Enterprise Grants Management System (EGMS) to manage and administer funding to subrecipients, including to Contractor;

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

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

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1. Parties

The parties to this Agreement are:

A. Los Angeles Homeless Services Authority, a joint powers authority of the City and County of Los Angeles, having its office at 707 Wilshire Blvd., 10th Floor, Los Angeles, California, 90017.

B. Contractor, a 501(c)(3) organization incorporated under the laws of the State of California and known as **PATH** having its principal office at 340 North Madison Avenue, Los Angeles, California 90004.

2. Representatives of the Parties and Services of Notices

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

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

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

With copies to:

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

2. The representative of Contractor shall be:

LaKeishia Childers Chief Compliance and Adminitrative Officer
PATH
340 North Madison Avenue
Los Angeles, California 90004
Designated Email Addresses: LaKeishiaC@ePath.org

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

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

a. Addresses. Email Notice must come from a designated email address of the sending party as identified in this Agreement (although attachments may be sent through a file transfer service by way of a link or other appropriate instructions in such email) and must be addressed and delivered to all the designated email addresses of the receiving party.

Timing and Evidence of Delivery. Notice shall be deemed communicated as of the date such email is sent for each of the designated email addresses of the receiving party, regardless of any non-delivery message received in response, unless the email is rejected or quarantined by such email system and the sending party or anyone affiliated with the sending party is responsible for such rejection or quarantine (e.g., because the email is infected with a virus). However, if delivery of a Notice occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such Notice will be deemed effective on the first Business Day after the day of actual delivery.

b. Email format. A Notice delivered by email must contain the following language in the subject line of the email message: "OFFICIAL NOTICE – [Insert nature of the notice (ex., Notice of Default, Notice of Termination]".

3. LAHSA Administration

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

4. Order of Precedence and Definitions

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

5. Scope of Services

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

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

6. Independent Contractor

A. This Agreement is by and between LAHSA and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Contractor is an independent contractor and shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. LAHSA, County, City and State shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons furnishing services to LAHSA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of LAHSA, County, City or the State. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

7. Time of Performance

A. The term of this Agreement shall be from **November 14, 2022 to June 30, 2023** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.

B. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 44, Insurance, and provided all of the required documents described hereinabove.

C. LAHSA may extend the term of this Agreement or the time for performance under this Agreement. The funding for any such term or time extension shall be based on the availability of local, state and/or federal funds to LAHSA and the successful performance by Contractor of the terms and conditions under this Agreement.

D. In addition, LAHSA may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:

1. Are specifically requested by Contractor;
2. In aggregate, would not exceed twelve (12) calendar months;
3. Will not change the Program goals or scope of services;
4. Are in the best interests of LAHSA and Contractor in performing the scope of services under this Agreement; and
5. Does not alter the amount of funding or compensation under this Agreement

E. Any term or time of performance modification or extension shall be effected by a written amendment executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

8. Services to be Provided by Contractor

A. Contractor shall provide contractual services as specified in Exhibit A, Statement of Work and Exhibit C, Program Budget and Services. All work is subject to prior LAHSA approval. Failure to perform according to the provisions of this Agreement or failure to receive approval of any work under this Agreement may result in withholding compensation pursuant to Section 9, Compensation.

B. Contractor shall comply with applicable federal, State, County, and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including Terms and Conditions of Funding Entity(ies), attached hereto as Exhibit F, Funder Terms and Conditions, and attached to and incorporated herein by reference, and current and future LAHSA and funding entity's directives and information bulletins, and any amendments thereto. Contractor shall ensure that the terms and conditions of this Agreement are incorporated into all subcontractor agreements.

C. Any housing-related activities funded under this Agreement, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

D. Contractor shall safeguard and manage judiciously all funds paid to the Contractor for the Program, including funds issued for payment to any subcontractor(s).

E. Contractor shall implement an objective procurement system for the selection of subcontractors consistent with the terms of this Agreement and requirements of Funding Entity(ies).

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

G. Contractor shall ensure prior to the execution of this Agreement and prior to the release of funds to a subcontractor, that Contractor and any subcontractor agency have provided proper evidence of required insurance coverage(s), naming the Contractor, LAHSA, County, City and any other funding entity as an additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s),

professional liability and workers' compensation, as required by LAHSA, and that Contractor has approved such coverage.

9. Compensation

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

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

LAHSA has initially provided Contractor with a Letter of Intent ("LOI") related to allocation of funding for the 2021 – 2022 Fiscal Year and the 2022-2023 Fiscal Year contingent upon authorization by LAHSA's Board of Commissioners and receipt of funds from LAHSA's funders, as specified in Exhibit H, LOI, which is attached hereto and incorporated herein by reference. It shall be noted that Exhibit C, Program Budget and Services shall supersede Exhibit H, LOI.

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

B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the Funding Entity(ies). If LAHSA does not receive the adequate funding for its performance under this Agreement, then LAHSA shall be relieved of obligations under this Agreement or this Agreement shall be amended to conform to the changes in funding allocations as elected by LAHSA.

C. LAHSA reserves the right to modify the Program Budget or funding (e.g., increase, decrease, reallocate) during the term of this Agreement. To implement a Program Budget or funding modification, a revised replacement Exhibit C, Program Budget and Services to the Agreement shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

D. Contractor may submit a request to modify the Program Budget or funding, during the term of this Agreement, in the manner specified by LAHSA, including via LAHSA Enterprise Grants Management System (EGMS) or LAHSA Sub-Recipient Contract Amendment, Modification or Waiver policy, attached hereto as Exhibit Y, and attached hereto and incorporated herein by reference. Once approved, the modification will be implemented via a revised replacement Exhibit C, Program Budget and Services to the Agreement, which shall be prepared by LAHSA and then executed by the LAHSA Executive Director or his/her designee and Contractor's Executive Director or his/her designee.

E. Notwithstanding the above paragraphs, LAHSA may, in its sole discretion, unilaterally reduce the Program Budget or funding of this Agreement, as a whole, in part, or as to a cost category; may limit the rate of Contractor's authority to commit and spend funds; or may restrict Contractor's use of both its uncommitted and its unspent funds, in the event that:

1) The Funding Entity(ies) decrease(s) or rescind(s) funding available for this Program;
2) Contractor will have unexpended funds at the end of the Agreement's term based on the Contractor's spending pattern and invoices submitted to LAHSA for payment;
3) LAHSA determines that reallocating the funds, or a portion thereof, from this Agreement to another LAHSA-funded agreement would better serve the Los Angeles Continuum of Care;
4) Contractor is not meeting its contracted performance measures;
5) as permitted by any other terms of this Agreement; and/or
6) any legally justifiable reason.

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

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

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

G. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Contractor understands that LAHSA makes no commitment to fund this Program beyond the initial Program Term of this Agreement.

H. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with LAHSA's express prior written approval.

I. Contractor shall have no claim against LAHSA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify LAHSA and shall immediately repay all such funds to LAHSA. Payment by LAHSA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of LAHSA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

J. Funds provided by LAHSA shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in applicable funder(s) Terms and Conditions. Use of funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.

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

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

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

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

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

P. Profit: Contractor shall comply with any LAHSA directives regarding profit or return on investment.

Q. Contractor shall submit to LAHSA its cost allocation plan along with a complete budget, as requested by LAHSA.

10. Method of Payment

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

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

B. In the event Contractor submits an invoice after fifteenth (15th) day of the month as applicable, LAHSA will provide payment within forty-five (45) days after receiving an approvable request from Contractor.

C. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) days after the services have been provided.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. LAHSA will not compensate Contractor for any costs incurred for invoice preparation. LAHSA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. LAHSA reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by authorized individuals as specified in the "Authorization to Sign Invoices" form provided by Contractor under penalty of perjury that the information submitted is true and correct.

E. LAHSA reserves the right to request supporting documentation for any and all invoices submitted to LAHSA for payment.

F. Failure to submit invoices in a timely manner may negatively affect Contractor's scoring for future procurement competitions.

G. Expenditures made by Contractor in the operation of this Agreement shall be in strict compliance and conformity with the terms and conditions of this Agreement, unless prior written approval for an exception is obtained from LAHSA.

H. Contractor shall manage funds, including match revenue and expenses, provided in accordance with Generally Accepted Accounting Principles ("GAAP"). Contractor further agrees to abide by the terms of Exhibit I, LAHSA Contractor's Accounting Handbook, which is located at the following internet hyperlink: www.lahsa.org/contracts and incorporated herein by reference.

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

11. Advance Payments

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

12. Supporting Financial Documentation for Monthly Invoices

A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15th) calendar day following the month in which costs were incurred, as applicable based on funding source. No payment shall be disbursed without all the required supporting documentation. LAHSA reserves the right to request that Contractor submit documentation with its monthly invoice, including but not limited to the following:

1. Summary statement of revenue and expenditures or a detailed general ledger;

2. Any supplemental schedules necessary to support or reconcile the ledger and cost allocations to amount invoiced;

3. Contractor shall maintain the following documentation that supports all costs being allocated to LAHSA. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these documents along with its monthly invoice:

a. Records documenting procurement of goods or services;
b. Contracts and invoices for goods and services;
c. Lease or rental agreements;
d. Invoices;
e. Billing Statements;
f. Cancelled checks;
g. Time cards signed by employees and supervisor;
h. Payroll registers;
i. Payroll tax records;
j. Bank statements; and
k. Bank reconciliation.

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

5. Source documentation for the personnel costs, including:

a. Payroll registers for the period invoiced;
b. Supplemental allocation reports, if applicable, including any allocation of employee benefits.

6. Source documentation (e.g., original vendor invoices, purchase orders, receipts, contracts) for any non-personnel cost invoiced over $500.00 (with the exception of recurring lease, recurring insurance, and recurring benefits payments);

B. LAHSA reserves the right to request additional documentation it deems necessary to support invoiced costs.

13. Conditions Precedent - As Applicable Based on Funding Agreement

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

14. Restriction on Disbursements

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

15. Match Requirements

A. If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall provide LAHSA with Match Documentation of its match from the appropriate sources.

B. Further, Contractor shall document its use of the funds from eligible cash sources or in–kind contribution or both on a monthly basis. Contractor may demonstrate that it has met its match requirement on its funding request each month of the program year. To demonstrate its match sources, Contractor must identify the source of the funds from eligible cash or in-kind sources used to meet its match sources. In the event that Contractor fails to identify the source(s) of its match, monthly, or fails to request and receive, from LAHSA, an exception to the requirements in this Section 15, LAHSA may:

1. De-obligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required match.

2. Discontinue payments to Contractor until the required match is met; and/or

3. Terminate this Agreement.

16. Leveraging

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

17. Withheld Payments

A. Unearned payments under this Agreement may be suspended or terminated if funds to LAHSA are suspended or terminated, or if Contractor refuses to accept additional conditions imposed on it by Funding Entity(ies) or LAHSA. For the purposes of this Agreement, unearned payments refer to unspent funds in this Agreement at any given point in time.

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

C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by LAHSA, Contractor agrees that it shall pay to LAHSA in non-federal funds, the amount of the final disallowance within 30 days of receipt of notice from LAHSA that such funds are due.

D. LAHSA shall review Contractor's performance on a periodic basis. LAHSA, at its sole discretion, may suspend or withhold funds allocated to Contractor if LAHSA determines Contractor has failed to comply with the provisions of this Agreement, including but is not limited to the follow: meeting its contracted performance measures, failing to provide adequate services, failing to timely provide required reports or invoices to LAHSA, continuing deficiencies in reporting, record keeping or invoicing requirements, or failing to provide adequate evidence of performance of work or failing to perform the work. To implement such suspension or withholding of funds, LAHSA shall provide written notice to Contractor specifying the extent of the fund suspension and the date upon which the suspension becomes effective. Funds shall not be released to Contractor until Contractor has remedy the deficiency to the satisfaction of LAHSA.

18. Return of Unexpended Funds and Close-Outs

A. Contractor shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to LAHSA no later than thirty (30) calendar days after completion or termination of this Agreement. If LAHSA determines that funds paid to Contractor are in excess of the amount actually expended, Contractor shall immediately return said funds to LAHSA.

B. LAHSA may approve extensions when requested in writing by Contractor. Unless LAHSA authorizes an extension, Contractor shall invoice LAHSA for all obligations incurred under this Agreement no later than thirty (30) calendar days after the expiration of this Agreement. Failure by the Contractor to comply with the 30-calendar day requirement may result in a unilateral close-out of this Agreement by LAHSA based on previous invoices filed with LAHSA, and/or the imposition of sanctions as specified herein.

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C. Contractor agrees to complete all necessary financial close-out procedures required by LAHSA, within a period of not more than forty-five (45) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close-out period. LAHSA is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close-out period. After the expiration of the financial close-out period, those funds not paid to Contractor under this Agreement, if any, shall be immediately recaptured by LAHSA, except in cases where an extension has been granted in writing by LAHSA.

D. LAHSA may request a final financial audit, at Contractor's expense, for activities performed under this Agreement at the expiration of the financial close-out period in the event that Contractor repeatedly incurs disallowed costs and/or repeatedly submits inaccurate invoices to LAHSA during the term of this Agreement.

E. Subject to LAHSA's right to terminate this Agreement earlier as provided herein, Contractor shall, upon receipt of notice of termination:

1. Immediately eliminate all new costs and expenses under this Agreement. In addition, the Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

2. Promptly report to LAHSA in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

19. Fiscal Accountability

A. Contractor agrees to manage funds received through LAHSA in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to the standards established in 2 C.F.R. Part 200; and adhere to Exhibit I, LAHSA Contractor's Accounting Handbook, located at the following Internet hyperlink: www.lahsa.org/contracts, and incorporated herein by reference.

B. Contractor must establish and maintain on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") and standards. Further, Contractor must develop written accounting procedures. Said procedures shall be made available to LAHSA upon request or during fiscal monitoring visits.

C. Eligible expenditures shall be supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily accessible to LAHSA representatives.

D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to LAHSA, LAHSA may require Contractor to secure the services of a licensed accountant. Cost of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized in this Agreement, unless specifically agreed to by and between Contractor and LAHSA in a written agreement.

20. Revenue Disclosure Requirement

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

21. Limitations on Use of Program Funds

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

22. Program Income

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

1. Be the property of LAHSA; and

2. Not be expended without prior written approval of LAHSA unless otherwise provided for by this Agreement; and

3. Be used solely to offset the operating expenses of the activities funded by this Agreement.

A. Contractor shall do all of the following:

1. Record all Program income.

2. Contractor shall maintain an accounting system that segregates all funding received by funding source. LAHSA funds received and expended for activities funded under this Agreement shall be coded with a designation specific to the Program. Contractor shall provide cash balance reports for LAHSA funding upon request, which can be reconciled against Contractor's monthly bank statements.

3. Provide written reports of Program income to LAHSA.

a. Non-budgeted Program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.

b. Budgeted Program income shall be reported in accordance with regular LAHSA invoice procedures provided herein.

4. Submit a written request to LAHSA to use any Program income.

5. Retain all Program income until Contractor receives written approval from LAHSA authorizing the use of Program income. Approval for expenditure of program income will be documented by LAHSA on Contractor's Budget and Expenditure Plan.

6. Report the expenditure of Program income for operating expenses on forms provided by LAHSA.

7. Contractor shall, within 30 calendar days of the expiration of this Agreement, transmit to LAHSA any, and all, Program income directly generated by funds provided by the Agreement. .

23. Financial Close-out Report

A. Within 30 calendar days following the termination of this Agreement, Contractor shall submit to LAHSA, on forms provided by LAHSA, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned funds as identified in the close-out. Final requests to modify the Program Budget shall be submitted to LAHSA before final closeout. Section 73, Defaults, identifies LAHSA remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) costs reported and payments requested are valid and consistent with the terms of the Agreement, b) Agreement cash payment received from LAHSA shall be used to pay only for expenditures as reported on the contract final closeout invoices, and c) costs reported and payments made are subject to LAHSA verification.

B. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, LAHSA reserves the right to unilaterally closeout the Agreement and use the invoice then on file at LAHSA for determination of Contractor's final allowable expenditures. LAHSA will not reimburse Contractor for expenditures reported after the 30-day closeout date following the termination of this Agreement. LAHSA shall provide to Contractor LAHSA closeout forms at least 30 days before termination of Agreement.

C. Annual Inventory Report: Contractor shall submit an annual inventory report to LAHSA by the period ending as stipulated herein for all nonexpendable property that has a LAHSA identification decal affixed to it. LAHSA shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.

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D. Report on Reasonable Cost: Contractor shall report to LAHSA costs charged to other funding sources for services which are the same type of fee-for-performance price services as those covered by this Agreement. If such costs are lower, Contractor shall submit a justification for charging LAHSA a higher cost. Contractor shall submit this report within 60 calendar days after the execution of the Agreement with other funding source(s).

24. Reversion of Assets

A. Contractor shall, within 60 calendar days (including weekends and holidays) of the expiration of this Agreement, transfer to LAHSA all funds on hand at the time of expiration and all accounts receivable attributable to the use of funds provided under this Agreement.

B. Any real property under the Contractor's control that was acquired or improved in whole or in part with funds provided under this Agreement in excess of $25,000 shall either be:

1. Used to meet one of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as determined appropriate by LAHSA; or

2. Disposed of in a manner which results in LAHSA being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-grant funds for acquisition or, improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with subsection 1) above.

25. Validity Of Financial Documentation Submissions

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

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

A. Contractor must participate in and comply with the requirements of the Los Angeles Continuum of Care ("CoC") Homeless Management Information System ("HMIS"). Contractor shall participate by entering data directly into the Los Angeles CoC HMIS system administered by LAHSA and adhere to all of the implementation guidelines developed under the Los Angeles CoC HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated mid-term and annual reports, and the use of any data monitoring tools or aggregate reports.

B. Contractor must attend mandatory HMIS training classes as part of the implementation process. Contractor must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.

C. Contractor may not provide any programmatic or client data by electronic data integration or data migration from other existing software programs except for the LAHSA approved HMIS programs. All contractors must participate in the Los Angeles CoC HMIS through direct system input and report generation.

D. For Contractor serving a population of clients in the Transitional Housing, Safe Haven, Supportive Services Only, Permanent Housing – Rapid Re-housing ("RRH") and Permanent Housing – Permanent Supportive Housing ("PSH") Programs, Contractor must accurately and completely reflect the Program's bed utilization in the Los Angeles CoC HMIS throughout the reporting year. This ensures that data is usable for continuum-wide reporting by the Los Angeles CoC HMIS system to stakeholders and government entities.

E. LAHSA shall rely upon and use its records from Los Angeles CoC HMIS, and its on-site verifications as needed to substantiate Contractor's performance. LAHSA may contact Contractor's staff, participants, Sub-Contractor(s), or training institutions to verify the documentation supporting performance and compliance with this Agreement.

F. LAHSA requires that all of Contractor's programmatic reports, including mid-term and annual performance reports, and any pertinent program information to be retrieved solely from Los Angeles CoC HMIS. As a result, LAHSA shall not accept programmatic data not received from Los Angeles CoC HMIS.

G. Los Angeles CoC HMIS data quality must be monitored on a constant basis. Therefore, Contractor must be diligent about entering and monitoring its data on a constant and regular basis to ensure data quality. LAHSA will provide support to assist Contractor in ensuring data is accurately input and reported. Contractor will be expected to utilize resources provided and confer with LAHSA support staff on at least a monthly basis.

H. Failure to comply with any of these HMIS-related provisions shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension or Termination for Cause Sections of this Agreement as determined by LAHSA.

I. Contractors that are victim service providers are generally exempt from these HMIS-related provisions unless otherwise notified. Victim service providers must keep required data in a comparable database that complies with HUD's HMIS requirements.

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

27. Cost Allocation Plan

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

28. Participant Termination and Grievance Policies and Procedures

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

29. Competitive Bid Requirements

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

Micro-purchases in the aggregate amount of $10,000 or less	Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable. Manager authorizing purchase should exercise due diligence in ensuring price is reasonable. To the extent practicable, Contractor must distribute micro purchases equitably among qualified suppliers.
Small Purchases $10,001 to $250,000	Price or rate quotations must be obtained from a minimum of three (3) qualified sources.

Competitive Proposals over $250,000	Formal RFB/RFP Process, as provided below. Contractor must perform a cost or price analysis in connection with every procurement action in excess of $250,000 including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, must include independent estimates before receiving bids or proposals.

1. Small Purchase Procedures. Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed. For ongoing needs like office supplies, program supplies, and the like, Contractor may elect to conduct a procurement process comparing pricing for most commonly purchased items once annually to select a vendor for such supplies and operating items for the operating year.

2. Purchases/Services Over $250,000

   a. Procurement of services, supplies and fixed assets over $250,000 require a competitive bid process through a Request for Bids ("RFB") or Request of Qualifications (RFQ) process. Exceptions to this are instances of sole source contractors as described in subsection "f" below, and where the legislative body authorizing and providing funding designates a provider of services or supplies. RFBs issued by Contractor must:

      i. Be publicly posted and made available to a reasonable list of potential bidders;
      ii. Cleary identify the relative importance of price and technical factors;
      iii. Establish a process for fairly and thoroughly evaluating technical and price factors; and
      iv. Be processed in such a manner to prevent disclosure of the number of bidders, identify the bidders, and the contents of their bids until all bids have been received. After the deadline for the receipt of all bids, information regarding the number and identity of bidders will become public information, in accordance with applicable law.

   b. RFBs issued by Contractor must include the following information:

      i. Contractor's expectations, in as detailed a manner as possible, including expertise and experience requirements;
      ii. Description of the bid process, including the timeline and any deadlines;
      iii. How Contractor will interact and communicate with potential vendors;
      iv. Deliverables required; and
      v. How the vendor will be paid (i.e., upon receipt of acceptable deliverables, periodic invoices, or portion held back until final delivery).

   c. Negotiations can only be made with all bidders prior to a final selection. All bidders shall have the same information available to them for purposes of preparing the most complete and responsive bid. Contractor may call a bidder for clarification, but no information can be shared with said bidder unless such information is shared with all bidders. Once a finalist is selected for negotiation, Contractor and finalist bidder may enter into negotiations with no responsibility to inform other bidders. If such negotiations are not successful in reaching mutual agreement, Contractor shall be free to select another finalist with which to enter into negotiations for completion of the bid and contract award process.

   d. At Contractor's discretion, a bidder conference may be scheduled to assure full understanding of and conformance to the RFB's requirements. All interested bidders shall be invited to the bidder conference.

e. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible proposer whose proposals are most advantageous to the Program with price, technical, and other factors considered.

f. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement, the criteria here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, competition is determined inadequate.

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

h. Cost Analysis – a cost analysis i.e. verifying the proposed cost data a, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

i. Contractor may be required to submit the proposed procurement to LAHSA for pre-award review.

3. Contract Provisions. All contracts must contain at a minimum the following provisions:

a. Specific deliverables and the basis for payment;

b. Provisions requiring compliance with the City's General Funds regulations;

c. Provisions that describe remedies for breach;

d. Provisions that describe patent and copyright rules;

e. Provisions for termination for cause and convenience;

f. Access to records for audit purposes;

g. Audit requirements;

h. Provisions for payment and delivery;

i. Provisions describing contract amendment procedures;

j. Provisions against assignment;

k. Provisions for equal opportunity and non-discrimination;

l. Provisions prohibiting conflicts of interest.

B. Appeal and Dispute Procedures. Contractor shall have protest procedures to handle and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with Contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

30. Subcontracts

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the express written consent of LAHSA. Any attempt by Contractor to subcontract any performance of the terms of this Agreement without the express written consent of LAHSA shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. LAHSA's determination of whether to approve Contractor's request to subcontract shall be completely within the discretion of LAHSA.

B. Subcontracts entered into by Contractor in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. LAHSA requires incorporation of the applicable provisions in written subcontracts.

2. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.

3. Specifically provide proof, when applicable, of necessary qualifications, appropriate permits and/or business licenses.

4. Specifically provide the names and addresses of the parties to a subcontract, a full description of the exact scope of services to be performed or goods to be transferred or acquired, the length of time for performance of services to be rendered or for the goods to be transferred or acquired, and compensation for services rendered or good transferred or acquired.

C. Contractor shall indemnify and hold LAHSA and Funding Entity(ies) harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractors' employees were Contractor employees.

D. Contractor shall remain fully responsible for all performances including the obligation to properly supervise, coordinate, and perform all work required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding LAHSA's approval of the Contractor's proposed subcontract.

E. LAHSA's consent to subcontract shall not waive LAHSA's right to approve or disapprove of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible for notifying its subcontractors of this LAHSA condition.

F. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement. Contractor shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. LAHSA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

G. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.

H. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or Funding Entity(ies). Approval of the provisions of any subcontract by LAHSA shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by LAHSA be construed as affecting any increase in the compensation amount provided for in the Agreement.

I. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.

J. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.

K. Subcontractor Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program activities run by its subcontractors.

2. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from LAHSA.

3. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s), and follow up the implementation of corrective action by conducting an independent monitoring effort.

4. If a fiscal review of the subcontractor initiated by Contractor reveals evidence of disallowed costs, Contractor shall notify LAHSA in writing within fifteen (15) days. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.

5. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain client feedback for continual improvement of Program operations.

L. Records and Audits of Subcontractors

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

2. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.

3. At such times and in such forms as LAHSA may require, there shall be furnished to LAHSA such statements, records, reports, data and information as LAHSA may request pertaining to matters covered by any subcontract.

4. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.

31. Administration Costs

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

32. Program Evaluation

A. Contractor shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter, financial and all other records pertaining to performance of this Agreement to authorized Funding Entity(ies) and/or LAHSA representatives. Further, Contractor shall allow said representatives to inspect and monitor its facilities and Program operations, including the interview of Contractor staff and program participants.

B. Program evaluation includes, but is not limited to, a review on the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking systems, and techniques developed by Contractor to serve homeless persons.

33. Program Monitoring

A. Authorized representatives of Funding Entity(ies) and/or LAHSA shall monitor Contractor's performance and conduct Program progress reviews at any time during the term of this Agreement. To the extent reasonably possible, LAHSA will provide ample written notice to Contractor for all announced visits, shall observe client confidentiality rules and shall have the right of access to all activities and facilities operated by Contractor under this Agreement.

B. Facilities include all client files, records, and other documents related to the performance under this Agreement. In addition, Contractor shall ensure that Clients/Program Participants sign a release that authorizes LAHSA and Funding Entity(ies) representatives to review Client/Program Participant files.

C. Activities include attendance at staff, board of directors, advisory committee and advisory board meeting, interviews with staff and clients, and observation of on-going program functions. Contractor will insure the cooperation of its staff and board members in such efforts.

D. In order to facilitate monitoring visits, Contractor shall maintain at all times a roster of all Client/Program Participant who entered the Program during the Program year. Said roster shall specify the Client/Program Participant name or unique identifier used to track Client/Program Participant, the date client entered the Program, and the date Client/Program Participant exited the Program.

E. Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed Program has been implemented, measurable goals achieved, and effectiveness of Program administration and management.

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

34. Fiscal Monitoring

A. LAHSA and/or Funding Entity(ies) or its authorized representatives reserve the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of Contractor if such site or the activities performed thereon have any relationship to the Program funded herein. Said representatives shall provide at least two (2) weeks' notice to Contractor for all announced visits.

B. Contractor shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Contractor's program. A financial audit of Contractor's performance under this Agreement shall be conducted by LAHSA and/or Funding Entity(ies) or its authorized representatives at LAHSA's discretion.

35. Monitoring Reports

A. LAHSA and/or Funding Entity(ies) will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. LAHSA and/or Funding Entity(ies) shall issue a monitoring report following the fiscal and program monitoring reviews. LAHSA and/or Funding Entity(ies) may issue one report if it conducts a joint program and fiscal review or two distinct reports if it conducts a program and a fiscal review at different times of the contract period. The report shall state whether Contractor is or is not in compliance with this Agreement. If Contractor is not in compliance, the report staff shall specify the deficiencies noted during the review. The report shall also:

1. Fully and correctly identify the finding;
2. Cite Program requirements or applicable regulations or contract provisions that have been violated;

3. Specify corrective action(s) that must be taken; and

4. Include a deadline for responding to the monitoring letter and the corrective action(s) for each finding identified in the monitoring report.

B. In the event Contractor does not comply with the corrective action(s) prescribed in the monitoring report(s) or that LAHSA and/or Funding Entity(ies) determines that there are severe or continuing deficiencies that may place the performance of this Agreement in jeopardy if not corrected, LAHSA shall report said deficiencies to the LAHSA Commission and/or Contractor's Board of Directors or other governing board and listed in the appropriate Contractor performance database, as applicable. The report to the LAHSA Commission will include improvement/corrective action measures taken by LAHSA and Contractor. If improvement does not occur consistent with the corrective action measures, LAHSA may terminate this Agreement or impose other penalties as specified in this Agreement.

36. Contractor's Responsibility to Monitor

A. Internal Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program it operates to ensure compliance with applicable Federal, State, County, City, and LAHSA requirements. At minimum, Contractor shall review program performance, expenditure data, ADA and ADAA compliance, internal reports pertinent to the funded Program(s), documentation on file relating to outreach efforts, client intake processing, eligibility verification, HMIS usage and integrity, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall immediately (within 24 hours) submit a report to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.

2. Contractor shall evaluate each subcontractor's risk of noncompliance with the terms and conditions of the award for the purposes of determining the appropriate subcontractor monitoring. Factors to include in subcontractor risk may include: prior experience with the same or similar sub-award, results of previous audits and/or monitoring, and subcontractor personnel or system changes.

37. Audits

A. In the event Contractor has gross revenue greater than $250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.

B. In the event Contractor has gross revenue less than $250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit or review of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.

C. In the event Contractor spends an aggregate of $750,000.00 or more of federal funds in a Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit in accordance with 2 C.F.R. Part 200, Subpart F within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.

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D. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the subsections above and other provisions of this Agreement as specified below in Section 74, Sanctions.

38. Audit Findings

A. Contractor agrees that if the Program established hereunder is subject to audit finding(s) by independent auditors, LAHSA, or appropriate local state and federal audit agencies, it shall be the Contractor's responsibility to comply with such finding(s). If said finding(s) have a fiscal impact on LAHSA, Contractor shall repay LAHSA the full amount of said finding(s).

B. If indications of misappropriation or misapplication of funds of this Agreement cause LAHSA to require a special audit, the cost of the audit shall be borne by Contractor and said cost shall not be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by LAHSA.

39. Disallowed Costs

A. In the event that a fiscal monitoring or special audit reveals that Contractor has received funds for questioned expenditures under this Agreement, LAHSA shall notify and provide Contractor the opportunity to justify said expenditures prior to making a final determination of disallowed costs.

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

40. Records

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

B. Expenditures pertaining to subcontracts between Contractor and a third party shall be supported by properly executed documents evidencing in detail the nature of the charges, including, but not limited to, receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.

C. At such times and in such forms as LAHSA may require, LAHSA shall be provided such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any and all subcontract(s) between Contractor and a third-party.

D. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

E. Contractor shall take all reasonable steps to dispose, or arrange for the disposal, of client records within its custody or control containing personal information when the records are no longer to be retained by the Contractor by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. Contractor shall ensure that these requirements are incorporated into all subcontractor agreements.

F. Contractor shall maintain the confidentiality of all records obtained from LAHSA under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

41. Reports

A. Contractor shall maintain documentation on file for the purposes of reporting and verifying data and information on performance and outcomes for funded activities in a manner, and in such detail, that is consistent with the Statement of Work and document retention standards.

B. Contractor shall, after careful review of a report, submit to LAHSA a certification that the information contained in a report is correct to the best of Contractor's knowledge and documentation.

C. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by Exhibit A, Statement of Work. These requirements may include, but are not limited to:

1. Reports Format Type

i. **HMIS and Manual** reports are standardized forms to align with and measure data points captured in HMIS to correspond to contractual performance targets in the Statement of Work. Manual reports are collected when a provider cannot use HMIS (e.g., population served prevents participation).

ii. **Narrative** reports are required for specific, special, new, or pilot Programs. They may be required in addition to or instead of HMIS and Manual reports. The form and format is provided to Contractor by LAHSA.

2. Report Frequency sets how often a report is due to LAHSA.

3. Certification/submission due date will set the day Contractor is required to submit either a report or certification of a report to LAHSA, in accordance with report type and frequency. If the day falls on a weekend of holiday recognized by LAHSA, the report will always be due on the following business day.

D. In the event Contractor does not submit or is delinquent in submitting a report or certification of a report, Contractor will be considered delinquent. LAHSA may take remedial action for the delinquencies. Remedial action includes suspension of any and all payments to Contractor until all required reports have been submitted by Contractor and approved by LAHSA.

E. Due date extensions may be requested by Contractor in extraordinary circumstances. To be considered, extensions must be submitted by management staff from Contractor and approved by LAHSA in writing.

42. Public Records Act

A. Any documents submitted by Contractor, all information obtained in connection with the LAHSA's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Agreement, as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of LAHSA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". LAHSA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

43. Publicity

A. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, LAHSA shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of LAHSA or County without the prior written consent of LAHSA's Executive Director. LAHSA shall not unreasonably withhold written consent.

B. Contractor may, without the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Agreement with LAHSA, provided that the requirements of this subsection shall apply.

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

A. Contractor shall notify and provide to its employees and program participants and shall require each subcontractor to notify and provide to its employees and program participants, a Fraud Hotline Fact Sheet, attached hereto and incorporated herein by such reference as Exhibit Z encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients.

B. Contractor acknowledges that LAHSA places a high priority on the appropriate administration of public funds. Contractor understands that it is LAHSA's policy to require all LAHSA Contractors to post the County's "FRAUD HOTLINE" poster, Exhibit AA, attached hereto and incorporated herein, in a prominent position at Contractor's place of business. Contractor will also require its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

C. Contractor acknowledges that it is aware of the following provisions:

1. Solicitation of Consideration. It is improper for any LAHSA officer, employee or agent to solicit consideration in any form from a contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor or that Contractor's failure to provide such consideration may negatively affect LAHSA's consideration of the Agreement.

2. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a LAHSA officer, employee or agent who has any involvement in the procurement and/or oversight of this Agreement.

3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

4. The Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit improper consideration or commit fraud, waste or abuse of funds. The report shall be made to the Los Angeles County Auditor-Controller's Fraud Hotline at (800) 544-6861.

D. A violation of one of these provisions shall constitute a breach of contract and LAHSA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of any other default by the Contractor.

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

A. Contractor must attend Housing Inventory, Point-In-Time Count and Homeless Count training held by LAHSA staff.

B. In order to ensure that data is available for continuum-wide reporting by LAHSA, Contractor must respond accurately to any and all data requests by LAHSA, by the deadline indicated in the request. To the extent possible, LAHSA shall retrieve such information from HMIS.

C. Requests by LAHSA may include, but are not limited to, Housing Inventory Requests, Point-In-Time Count requests and Homeless Count requests, even if these programs are not funded under this Agreement.

D. All LAHSA Contractors are subject to LAHSA's data requests, including Contractors that serve client in:

1. Emergency Shelters;
2. Hotel/Motel Voucher Programs;
3. Transitional Housing;
4. Permanent Supportive Housing Programs (including congregate sites, scattered sites, and certificate programs); and
5. Safe Haven or Access Centers/Drop-In Centers

E. Failure to comply with a data request deadline shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension, Probation or Termination for Cause provisions in this Agreement as determined by LAHSA, in its sole discretion.

46. Indemnification

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

47. Insurance

A. Without limiting Contractor's indemnification of LAHSA and Funding Entity(ies) during the term of this Agreement, Contractor shall provide, maintain, and require all of its Second Tier Subrecipients to provide and maintain, a program of insurance satisfactory to LAHSA covering Contractor's operations hereunder as set forth below. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LAHSA. Such coverage shall be provided and maintained at Contractor's own expense.

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

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

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

D. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LAHSA and Funding Entity(ies) as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and Funding Entity(ies) will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision and thirty (30) days in advance for any other cancellation or policy change. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connection with services performed on behalf of Contractor pursuant to this Agreement. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

E. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, including but not limited to shelter and housing, transport and security services, then Contractor must have Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Directors and Officers insurance covering Contractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.

G. Crime Coverage. If the services provided in relation to this Agreement involve pick up, carry, guard, or the handling of LAHSA funds and securities or other highly valued LAHSA or County property, then Contractor must have a Fidelity Bond or Crime Insurance policy with limits of not less than $25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or Funding Entity(ies) to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. LAHSA and the Funding Entity(ies) and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

H. Property Coverage. Contractors given exclusive use of LAHSA, City or County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, City, County, and Funding Entity(ies) and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

I. Generally. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing this Agreement or any part of it.

J. LAHSA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) day advance written notice of such change. If such change should result in substantial additional cost to Contractor, LAHSA agrees to negotiate additional compensation proportional to the increased benefit to LAHSA.

K. Evidence of insurance certificate(s) or other evidence of coverage satisfactory to LAHSA shall be delivered prior to the commencement of services under this Agreement to:

Contracts Specialist
Los Angeles Homeless Services Authority
707 Wilshire Blvd., 10th Floor
Los Angeles, California 90017
Designated Email Address:ContractNotices@LAHSA.org

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

1. Specifically identify this Agreement;
2. Clearly evidence all coverage required in this Agreement;
3. Contain the express condition that LAHSA is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the Certificate of Insurance ("COI");
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA, the County, City, and applicable Funding Entity(ies) by name, and their officials, officers, and employees as insured for all activities arising from this Agreement;
5. Identify any deductibles or self-insured retentions or eliminate such deductibles or self-insured retentions as they apply to LAHSA, or require Contractor to provide a bond guaranteeing payment of all such retained loss-related costs, including, but not limited to, expenses or fees, or both, related to investigation, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

M. Insurer Financial Ratings – Insurance is to be provided by an insurance company acceptable to LAHSA with an A.M. Best rating of not less than A:VII, unless otherwise approved by LAHSA in writing.

N. Failure to Maintain Insurance Coverage

1. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach of this Agreement upon which LAHSA, at its sole discretion, may, as a result of said breach, take any of the following actions, including but not limited to: (1) withhold payment of all invoices submitted to LAHSA for reimbursement; (2) purchase such required insurance coverage and without further notice to Contractor and LAHSA may deduct from sums due to Contractor any premium costs advanced by LAHSA for such insurance coverage; (3) suspend this Agreement as specified in this Agreement until such time that insurance is provided by Contractor; and or (4) terminate this Agreement.

O. Notification of Incidents, Claims or Suits – Contractor shall report to LAHSA:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or LAHSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement within thirty (30) days of occurrence.

3. Any injury to a Contractor employee which occurs on LAHSA property. This report shall be submitted on a LAHSA "Non-Employee Injury Report" within thirty (30) days of occurrence.

P. Compensation for LAHSA Costs – In the event Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LAHSA, Contractor acknowledges that it shall pay full compensation for all costs incurred by LAHSA.

Q. Insurance Coverage Requirements for Second Tier Subrecipient – Contractor shall insure any and all Second Tier Subrecipients performing services under this Agreement meet the insurance requirements of this Agreement, by either:

1. Contractor providing evidence of insurance covering the activities of Second Tier Subrecipient, or

2. Contractor providing evidence submitted by Second Tier Subrecipient evidencing that Second Tier Subrecipient maintains the required insurance coverage. LAHSA retains the right to obtain copies of evidence of Second Tier Subrecipient insurance coverage at any time.

48. Compliance with Civil Rights Laws

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

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

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

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

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

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

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

A. Records Retention

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

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

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

B. Records Maintenance

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

C. Subcontracts and Procurement

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

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

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D. Suspension and Debarment

Unless otherwise indicated in the Exhibit F, Funder Terms and Conditions, Contractor shall comply with 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 2424, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. A copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions in exhibit B, Conditions Precedent, Attachment 5, Said Certification shall be submitted to LAHSA concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principles, officers, or employees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

E. Labor Code

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

F. Political and Sectarian Activity Prohibited

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

G. Mandatory Disclosure

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

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

I. Federal and State Occupational Safety and Health Statutes.

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

As applicable, Contractor certifies that:

1. Contractor will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness; and

2. In the case of Programs that provide housing or services to families, that Contractor will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

K. Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding recognizing the signs and symptoms of child abuse and neglect (For example, see https://www.childwelfare.gov/pubpdfs/whatiscan.pdf). Contractor, and each subcontractor, shall report any known or suspected child abuse or neglect, as defined in California Penal Code § 11165 et seq. to the Los Angeles County Department of Children and Family Services Child Protection Hotline (800-540-4000). Contractor, and each subcontractor, shall inform LAHSA of any reports made to the Child Protection Hotline.

L. Elder and Dependent Adult Abuse Reporting

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

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

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    i. The dangers of drug abuse in the workplace;
    ii. Contractor's policy of maintaining a drug-free workplace;
    iii. Any available counseling, rehabilitation, and employee assistance programs; and,
    iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

3. Provide, as required by Government Code sections (8355(a)(3)), that every employee and/or subcontractor who works under this Agreement will receive a copy of Contractor's drug-free policy statement and will agree to abide by terms of Contractor's condition of employment or subcontract.

50. Property Maintenance Standards

A. Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in Exhibit W, LAHSA Facility Standards and Exhibit X, LAHSA Program Standards, attached hereto and incorporated by such reference as Exhibits W and X. All work must be performed in accordance with Federal, State and local housing and building codes, as applicable.

B. Personal property purchased with funds provided by this Agreement is the property of LAHSA and shall be returned to LAHSA unless otherwise required LAHSA.

1. The property shall be used and maintained by Contractor as follows:
    a. Property shall be used solely in the performance of this Agreement; and
    b. No modifications shall be made to the property without the prior written approval of LAHSA.

C. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage

or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to LAHSA; and

D. Contractor shall assure that all non-expendable equipment purchased with funds provided by previous agreements between LAHSA and the Contractor, and any subsequent amendments thereto, and all such equipment inventory record card, together with all non-expendable equipment purchased under the terms of this Agreement, shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.

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

51. Fair Labor Standards

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

52. Compliance with Fair Chance Employment Practices

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

53. Assignment and Delegation/Mergers or Acquisitions

A. Contractor shall notify LAHSA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying LAHSA of pending acquisitions/mergers, then it should notify LAHSA of the actual acquisitions/mergers as soon as the law allows and provide to LAHSA the legal framework that restricted it from notifying LAHSA prior to the actual acquisitions/mergers.

B. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of LAHSA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void and shall constitute a material breach of this Agreement. For purposes of this paragraph, LAHSA consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under this Agreement shall be deductible, at LAHSA's sole discretion, against the claims, which Contractor may have against LAHSA.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of LAHSA in accordance with applicable provisions of this Agreement.

D. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

E. Contractor's move to dissolve, transfer any assets derived from Funds provided herein, or take any other steps which may materially affect the performance of this Agreement without LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

54. Employment of Key Personnel

A. For the purpose of this Agreement, the Executive Director, Program Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal, technical submission, and Program Budget. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.

B. Contractor shall ensure that all staff persons providing professional services, needed in support of this Program shall have appropriate licenses required by federal, state, and local laws. For the purpose of this Agreement, professional services shall constitute services rendered by persons who are members of a particular professional or possess a special skill. Professional services include, but are not limited to: medical services, mental health services, accounting services and legal services.

55. Contractor Personnel

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

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

56. Conflict of Interest

A. Contractor may adopt, by duly authorized motion of its Board of Directors, this Code of Conduct, which is set forth below, or may submit its own Code of Conduct for LAHSA approval, in Exhibit B, Conditions Precedent, Attachment 12. Contractor shall submit a copy of the Resolution of its Board of Directors adopting either the Code of Conduct contained in this Section 54 (B through M) of this Agreement as its Code of Conduct, or such other Code of Conduct that contains the below requirements to LAHSA for approval prior to contract execution.

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

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C. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by LAHSA funds (regardless of source) where such person is a director, officer, employee or agent of subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc., or where such person knows or should have known that:

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

2. Subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. Participation of such person would be prohibited by the California Political Reform Act, California Government Code § 87100, *et seq*., if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

D. Definitions

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

2. The term "financial or other interest" includes, but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interests in subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in managerial capacity; or membership on the board of directors or governing body.

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

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

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

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

H. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Contractor.

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

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

K. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract any proceeds thereof for work to be performed in connection with this Program during his or her tenure as such employee, member or officer for one year thereafter.

L. Contractor shall incorporate the foregoing subsections of this Section 54 into every Agreement that it enters into in connection with this Program and shall substitute the term "Contractor" with "Subcontractor".

M. Contractor warrants that it has adopted and shall comply with the Code of Conduct as approved by LAHSA that meets the foregoing requirements.

57. Non-Discrimination and Affirmative Action

A. Contractor shall make every effort to ensure that all Programs funded wholly or in part by LAHSA funds shall provide equal employment and career advancement opportunities for minorities, women, and small businesses. In addition, Contractor shall make every effort to employ residents in the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.

B. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County and City of Los Angeles. Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended, by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).

C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section 55.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24, Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

58. Involuntary Family Separation

Contractor providing services, emergency shelter, transitional housing, and/or permanent housing to families with children under the age of 18 shall not deny admission to any family based on the age of any child under the age of 18, unless otherwise exempt pursuant to Section 404 of the Homeless Emergency Assistance and Rapid Transition to Housing ("HEARTH") Act of 2009.

59. Equal Access Policy

A. On August 25, 2017, the LAHSA Board of Commissioners adopted its policy on equal access in accordance with an individual's gender identity in the Los Angeles Continuum of Care, written to comply with and build upon the U.S. Department of Housing and Urban Development's 2016 final rule entitled "Equal Access in Accordance with Gender Identity in Community Planning and Development Programs".

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

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

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

B. Failure of Contractor to comply with the EAGI policy will be deemed to be a material breach of this Agreement by LAHSA.

C. If Contractor fails to comply with the EAGI policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach.

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

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

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

B. Contractor agrees to abide by the terms of the Safely Surrendered Baby Law, located at the following Internet hyperlink, https://www.lahsa.org/documents?id=1407-safely-surrender-baby-law-brochure-english.pdf and https://www.lahsa.org/documents?id=1408-safely-surrender-baby-law-brochure-spanish.pdf, attached hereto and incorporated herein by such reference as Exhibit J.

C. Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

61. Contractor's Warranty of Adherence to County's Child Support Compliance Program

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

62. Violence Against Women Act

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

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

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

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

63. Equal Benefits Ordinance

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

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

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

B. Failure of Contractor to comply with the EBO will be deemed to be a material breach of this Agreement by LAHSA.

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

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

E. If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, LAHSA may terminate this Agreement. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq*., Contractor Responsibility Ordinance.

64. Religious and Political Activities

Contractor agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, Contractor agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

65. Faith-Based Activities

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

A. Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, participation must be voluntary for the beneficiaries or participants of the grant-funded program or services.

B. A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds provided under this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization.

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

D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

F. Agreement funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

G. Agreement funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant-funded religious congregation uses as its principal place of worship, however, are ineligible for grant-funded improvements. Disposition of real property after the term of this grant, or any change in use of the property during the term of the grant is subject to government-wide regulations governing real property disposition.

H. If a program participant or prospective program participant of the funded Agreement program objects to the religious character of the Contractor providing services under the program, then Contractor shall make reasonable effort to identify and refer the program participant to an alternative Contractor within the same geographical area.

66. Americans with Disabilities Act

Contractor shall comply with the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, *et seq*., and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325, and all subsequent amendments; Section 504 of the Rehabilitation Act of 1973 ("Rehab. Act"), as amended, 29 U.S.C. 794 and 24 C.F.R. Parts 8 and 9; the Uniform Federal Accessibility Standards ("UFAS"), 24 C.F.R. Part 40 and the Fair Housing Act, 42 U.S.C. § 3601, *et seq*.; 24 C.F.R. Parts 100, 103 and 104 ("FHA"); Title II and Title III of the Americans with Disabilities Act, as applicable (28C.F.R. Parts 35 and 36), and all implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, ADAAA, Rehab. Act, UFAS, and FHA, and all subsequent amendments. This includes accommodations for disabled clients with mental impairments or those accompanied by designated service animals. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

67. Time Off for Voting

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

68. Contractor's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit B, Conditions Precedent, attachment 18., Charitable Contributions Certification, attached hereto and incorporated herein by reference, County and LAHSA seek to ensure that all Contractors, which receive or raise charitable contributions, comply with the California law in order to protect the County and its taxpayers. A Contractor, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

69. Citizen Participation

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

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70. Required Clearances for Staff, Volunteers, and Clients

A. Security Clearance of All Staff and Volunteers

1. Contractor hereby certifies that by signing this Agreement, Contractor and subcontractor staff working with youth, either as employees or volunteers, who have a supervisory or disciplinary authority over minors must be fingerprinted and pass the background check, as required by California Penal Code §11105.3 and California Education Code §45125.1 and §10911.5 and California Public Resources Code Section 5164(a)(2). Fingerprinting and a background check may be required of other staff and volunteers depending upon the amount of time and contact the staff member will have with minors. Contractor shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

2. Contractor shall provide and maintain proof of security clearance of all staff, including those of the subcontractor, and make these records available for future inspection.

B. Tuberculosis Screening of All Clients and Staff

1. Contractor hereby certifies that it will implement a standardized internal procedure for reducing the risk of tuberculosis (TB) transmission as follows and as more fully described in Exhibit R, Standardized Tuberculosis ("TB") Guidelines of this Agreement, located at the following Internet hyperlink, https://www.lahsa.org/contracts and incorporated herein by reference. The internal procedure shall provide:

a. Screening for all employees and all volunteers in direct contact with Program Participants;

b. Screening Program Participants for symptoms of infectious TB as specified in Exhibit A, Statement of Work;

2. Contractor shall provide, maintain proof, and keep confidential the TB screening of all staff, including those of its subcontractors and make these records available at any time LAHSA's requests them.

3. Contractor shall comply with LAHSA reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in Section 24 herein.

4. Contractor agrees that LAHSA may update Exhibit R,Standardized Tuberculosis ("TB") Guidelines, to the Agreement from time to time as necessary to reflect any up-dates or changes, Contractor shall accept renewals of such Exhibit through written confirmation without requiring a formal amendment to this Agreement.

71. Cessation of Program Services

A. In the event that Contractor does not continue to operate the Program funded under this Agreement, Contractor shall be responsible for the placement of participants currently enrolled in the Program into other forms of housing.

B. Upon determination by LAHSA and Contractor that the Program will cease to operate, Contractor immediately stop accepting new participants into the Program and shall begin planning the transition of current participants into appropriate forms of housing. Contractor hereby agrees that it is responsible for placing participants enrolled in the Program into appropriate forms of housing.

C. In the event that Contractor fails to place all participants into appropriate forms of housing prior to the close-out of the Program, Contractor understands that it will continue to house said participants at its own cost until such time as they are appropriately placed.

72. Changes and Amendments to Terms and Conditions

A. Either Party may request a change or amendment to this Agreement

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

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

C. For any changes related to funding, including allocation or reduction in funding, refer to Section 9. Compensation.

D. For any non-Material Change to the Program, a Change Notice shall be prepared by either party and signed by the LAHSA Director of Contracts and Grants Management or his/her designee and Contractor's Executive Director or his/her designee.

E. For any change in Contractor's corporate name, Contractor shall notify LAHSA within seventy-two (72) hours, in writing, of the change.

F. No verbal agreement or conversation with any officer of either party shall affect or modify any terms and conditions of this Agreement or materially change this Agreement.

73. Waivers

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

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

74. Breach

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

75. Defaults

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

A. Reduce the total budget;

B. Make changes in the scope of services of this Agreement;

C. Withhold Payments;

D. Place Contractor on probation status in accordance with Section 76 of this Agreement;

E. Suspend Program operations in accordance with Section 77 of this Agreement; or

F. Terminate this Agreement.

76. Sanctions

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

A. Withholding funds from Contractor's invoice for work not performed until corrective actions are taken. A description of the work not performed and the amount to be withheld from payments to Contractor from LAHSA will be forwarded to Contractor by the LAHSA Executive Director or his/her designee in a written notice describing the reasons for said action.

B. Reducing funds allocated to Contractor in this Agreement. Please refer to Section 9, Compensation.

C. Disallowing costs for activities or performance that are not in compliance with this Agreement; or

D. Termination of this Agreement for failure to perform.

77. Liquidated Damages

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

If the LAHSA Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the LAHSA Executive Director or designee deems are correctable by Contractor over a certain time span, the LAHSA Executive Director or designee will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the LAHSA Executive Director may:

(a) Assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that Contractor shall be liable to LAHSA for liquidated damages in said amount. Said amount shall be assessed from the Contractor; and/or

(b) Upon giving ten (10) business days' notice to Contractor for failure to correct the deficiencies, LAHSA may correct any and all deficiencies and the total costs incurred by LAHSA for completion of the work by an alternate source, whether it be LAHSA forces or separate private contractor, will be assessed from the Contractor, as determined by LAHSA.

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

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

78. Probation

A. LAHSA may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice.

B. Said notice shall set forth the specific reason(s) for probation, effective date of the probation, period of probation, and period provided for corrective action.

C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the probation notice and understands the corrective actions prescribed. In the event that Contractor fails to take the corrective actions prescribed in the time frame provided, LAHSA may suspend this Agreement.

D. LAHSA will notify Contractor in writing of the release of the probation period when Contractor has complied with the terms of the corrective action to LAHSA's satisfaction and in LAHSA's sole discretion.

E. If Contractor fails to take the corrective actions prescribed in the notice of probation within six (6) months from the date the Contractor receives said notice, this Agreement is subject to termination, in LAHSA's sole discretion. However, LAHSA may, in its sole discretion, grant an extension of time beyond the six (6) month period, if LAHSA determines that the continuation of the program services being provided under this Agreement are in the best interest of LAHSA and the Funding Entity(ies).

F. In the event that Contractor is placed on probation two or more times during the term of this Agreement, the following may occur:

1. Threshold failure in any future scoring for a Request for Proposal ("RFP") or a Request for Statement of Qualifications ("RFSQ") released by LAHSA for a period of two years starting from the effective date of probation; or

2. Suspension of this Agreement.

79. Suspension

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

B. Said notice shall set for the specific conditions of non-compliance, effective date of suspension, period of suspension, and period provided for corrective action.

C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.

D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension notice.

E. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in compliance with Section 44, Insurance, subsection E of this Agreement.

F. Contractor shall not resume Program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.

G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:

1. Termination of this Agreement; or

2. Threshold failure in any future scoring for a RFP or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of probation.

80. Force Majeure

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

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

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

81. Termination for Convenience

A. At any time during the term of this Agreement, LAHSA may terminate this Agreement for LAHSA’s convenience by giving Contractor thirty (30) days written notice thereof. The Executive Director or his/her designee is hereby authorized to give said notice on behalf of LAHSA, subject to ratification by LAHSA Board of Commissioners. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Upon such termination, LAHSA shall pay Contractor its reasonable and allowable costs, for satisfactory work performed, through the effective date of termination. Thereafter, Contractor shall have no further claims against LAHSA under this Agreement.

B. Upon receipt of said notice of termination and except as otherwise directed by LAHSA, Contractor shall stop work under this Agreement on the date and to the extent specified in such notice. Contractor shall also complete performance of such part of the work as if it would not have been terminated by such notice.

C. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become LAHSA property upon the date of such termination. Contractor agrees to execute any documents necessary for LAHSA to perfect, memorialize, or record LAHSA’s ownership of rights provided herein.

D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funds for this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

82. Termination for Cause

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

B. Should Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, LAHSA shall terminate the activities of Contractor in whole or in part.

C. Should Contractor neglect, or inadequately respond or refuse to provide a means for satisfactory compliance with this Agreement and with the corrective actions provided by LAHSA within the time specified in such notice or report, LAHSA shall terminate the activities of Contractor in whole or in part.

D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funds for this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

E. This Agreement may also be terminated or suspended in LAHSA's sole discretion for actions and behavior by Contractor's staff that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, noncompliance, and health code violations.

83. Termination for Improper Consideration

A. LAHSA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any LAHSA, officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

B. Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit such improper consideration. The report shall be made to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

84. Termination for Insolvency

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

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85. Termination Procedures

A. In the event LAHSA terminates this Agreement for cause, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, services similar in scope and level of effort to those terminated, and Contractor shall be liable to LAHSA for all costs and damages, including, without limitation, any excess costs for such services.

B. All property, documents, data, studies, reports, and records purchased or prepared by Contractor under this Agreement shall be disposed of in accordance with LAHSA directives.

C. In the event that Contractor ceases to operate (e.g., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. LAHSA may withhold any payments owed to Contractor until such time as the exact amount of damages that may be owed to LAHSA from Contractor is determined.

F. The foregoing subsections B, C, D, and E shall also apply to activities terminating upon the date specified in Section 7, Time of Performance or upon completion of the performance of this Agreement.

G. The rights and remedies of LAHSA provided in this Section 83 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

86. Effect of Termination

A. In the event that LAHSA terminates this Agreement for Cause, Contractor shall not be eligible for funding under any RFP, or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of termination.

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

87. Notices of Suspension and Termination

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

88. Prohibition of Legal Proceedings

Contractor is prohibited from using funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against LAHSA, State, County, City, or HUD, or their respective agents, officers or employees.

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89. Effect of Legal Judgment and Severability

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

90. Choice of Law and Venue Governing this Agreement

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to the choice of law or those provisions preempted by federal law. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Contractor agrees and consents to the exclusive jurisdiction of the court of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

91. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. LAHSA and Funding Entity(ies) shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any copyright purchased under this Agreement. Contractor shall comply with 24 C.F.R. § 200.315.

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D. Rights to Data

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

2. Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms and provisions of this section into all subcontracts.

92. Prohibition from Participation in Future Solicitation(s)

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

93. Non Exclusivity

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

94. Notice of Delays

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

95. Integrated Agreement

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

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96. Confidentiality of Information

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

B. LAHSA and Contractor agree that:

1. Each party shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LAHSA and County policies concerning information technology security and the protection of confidential records and information.

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

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

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

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

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

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

C. Contractor also certifies the following:

1. Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in LAHSA's or County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by LAHSA or County, without LAHSA's prior written consent.

2. Contractor will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program, and

3. The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such Program.

4. Contractor shall sign and adhere to the provisions of Exhibit B, Condition Precedent, Attachment 9, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to this Attachment.

5. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit B, Condition Precedent, Attachment 10, Contractor's Non-Employee Acknowledgement and Confidentiality Agreement.

6. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.

7. Contractor agrees to notify LAHSA in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the relationship) containing Contractor's or LAHSA's Confidential Information related to this Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

97. Entire Agreement

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

98. Authorization Warranty

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

99. Counterparts and Electronic Signatures and Representations

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

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

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100. Commencement Date

This Agreement shall commence on November 14, 2022 to June 30, 2023.

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

APPROVED AS TO FORM FOR LAHSA on August 12, 2022:

DAWYN R. HARRISON
Acting County Counsel

By
ALEEN L. LANGTON
Principal Deputy County Counsel
Social Services Division

APPROVED AS TO FORM FOR LAHSA on August 12, 2022:

MICHAEL N. FEUER, City Attorney
By: Catrina M. Archuleta-Silva, Deputy City Attorney

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: _____
Stephen David Simon
Interim Executive Director

Executed on this: 12.20.22

FOR: **PATH**

Internal Revenue Service ID Number:
95-3950196

By: _____
Name: LaKeishia Childers
Title: Chief Compliance and Adminitrative Officer

Executed on this: 12/19/2022

Said Agreement is **2022BRIH023** (**AD-BH-RIH-022-01)** of LAHSA

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Roadmap Interim Housing Program
Scope of Required Services

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

PROJECT DESCRIPTION

Roadmap Interim Housing (RM-IH) provided under this Agreement is to provide safe, secure shelter, meals, and case management for adults, families, and/or transition age youth. All RM-IH must incorporate low barrier, trauma-informed care, and harm reduction policies and procedures into their program design and housing operations. RM-IH is meant to provide emergency temporary housing to people experiencing homelessness in the City of Los Angeles and Los Angeles County

DEFINITIONS

1. **Asymptomatic:** Not producing or showing symptoms of the disease with which, it is usually associated (e.g. COVID-19).

2. **COVID-19:** A mild to severe respiratory illness caused by a novel (or new) coronavirus that has not previously been seen in humans. It is characterized by fever, cough, and shortness of breath with may progress to pneumonia and respiratory failure.

3. **Symptomatic:** Having the characteristics of a disease, such as COVID-19.

4. All programs operating in the LA CoC CES system must operate with a Housing First, Harm Reduction, Low Barrier, and Trauma-Informed Care approach. **Please see LAHSA Program Standards for more detailed definitions of these terms.**

ELIGIBILITY FOR SERVICES

5. **Population Served:** All participants must be experiencing homelessness under Categories 1 or 4 per HUD's Final Rule on Defining Homelessness (24.CFR parts 91, 576, 578; see Item 6. for additional details) and referred through LAHSA's Centralized Matching process (see Item 7. for additional details).
   5.1. Unaccompanied Minors are not eligible for enrollment or services in program. An exemption exists for unaccompanied minors who are legally emancipated.

6. **Homeless Status:** Participants must be determined to be homeless under Categories 1 and 4 according to HUD's Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or experiencing homelessness upon exiting from an institution. See Appendix I: Roadmap Interim Housing Program Eligibility Guidance (attached hereto and incorporated herein as "Appendix I") under "Homeless Status" for a detailed explanation of Categories 1 and 4.
   6.1. Contractors will be responsible for documenting the determination of the participant's homeless status utilizing LAHSA Approved Homeless Certification Forms. Contractor must upload the- LA CoC

Homeless Certification Form utilized into HMIS. LA CoC Homeless Certification Forms, ranked in order of preference, include:

- Third Party Verification of Homeless Status Form (form 1444)
- Observation of Homeless Status Form (form 2199)
- Self-Certification of Homeless Status Form(form 1448)

6.2 Please refer to the following training video on how to complete the forms: LAHSA Approved Homeless Certification Forms: https://www.youtube.com/watch?v=-PMkGNLKi3E

6.3 All documentation is required to be uploaded to HMIS. In the case where homelessness is being documented based solely on the HMIS Client Summary Report, the provider must make a case note in HMIS indicating the HMIS Client Summary Report shows the participant was homeless within 7 days of program entry.

6.3.1. If hard copy files are maintained, the homeless status documentation must be placed inside the participant's master file in addition to being uploaded to HMIS. Please see the following video on how to upload documents to HMIS: https://www.wevideo.com/view/1324198999

7. **Centralized Matching:** Participants will be referred to Program through LAHSA's Interim Housing Centralized Matching process. LAHSA, through the Interim Housing Matching personnel, will work closely with all Contractors to provide referrals based on eligibility, prioritization, and unit availability.

7.1. Contractor must agree to receive referrals from the LAHSA Interim Housing Centralized Matching process.

7.1.1. Contractor must follow any LAHSA-issued guidance and/or procedures related to use of the Bed Reservation System.

7.1.2. Staff must receive training on how to complete matches submitted by LAHSA in HMIS. Staff must also receive training on using the Bed Reservation System to manage slots, set reservations, and add bed services.

7.1.3. Contractor shall have a process for connecting walk up clients to services.

SUPPORTIVE SERVICES AND ACTIVITIES

8. **Problem Solving (Diversion):** The first conversation upon entry will be to assess for the possibility of Problem Solving to assist the person to quickly self-resolve their housing and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant.

8.1. If, through the Problem Solving (Diversion) efforts, it is identified that assistance funds are needed to resolve the participant's housing crisis and successfully divert entry into the Roadmap Interim Housing program, the Contractor must either: make a referral to a CES Prevention program if participant is determined to meet Category 2 or 4 Homeless Status criteria, or submit a for Problem Solving Assistance Funds if participant is determined to meet Category 1 or 4 Homeless Status criteria.

8.2. If Problem Solving is not initially successful at program entry, Contractor should continue to have Problem Solving conversations while the participant is enrolled in RM-IH Programs.

9. **Direct Support Services:** Contractors providing Roadmap-IH Programs are funded for and must provide the following services directly to participants in the program:

9.1. Twenty-four (24) hour bed availability

9.2. Case Management

9.3. Document collection for permanent housing

9.4. Collaborate with external housing program providers and provide triage and tracking Management
9.5. Problem-Solving
9.6. Financial Assistance
9.7. Connection to LA County's Mainstream Benefits/Services
9.8. Connection to Employment Development/Placement Programs
9.9. Harm Reduction Services (e.g., sharps containers, overdose prevention resources, amnesty lockers)
9.10. Residential Supervision
9.11. Crisis Intervention & Conflict Resolution
9.12. Restrooms & Showers

10. **Meal Distribution:** All participants must receive three (3) daily nutritional meals (Breakfast, Lunch, Dinner) provided by the Contractor or a subcontracted vendor. Contractor must make accommodations for participants who miss the designated mealtime to ensure that they still receive their meals.

11. **Security**: Contractor is required to oversee and promote the safety of Roadmap-IH Programs participants, staff, and invited guests. The contractor must take a trauma-informed approach to providing security at the site and have standard operating procedures to ensure safety of all residents.

12. **Emergency Narcan Administration**: All interim housing provider staff must be trained to administer Narcan to participants experiencing an opioid overdose emergency and responsible for maintaining an inventory of Narcan working with LAHSA.

13. **COVID-19 Prevention and Response Practices:** Contractor is required to abide by all screening, prevention, and response practices designated by the LA County Department of Public Health (DPH) as it relates to COVID-19. Contractor will ensure that staff and participants adhere to any Orders issued by the State or County's Health Officer when in effect.
    13.1. Contractor must educate staff and participants on the latest COVID-19 best practices as per the Center for Disease Control (CDC) and DPH and ensure that these practices are integrated into the facility's daily operations. This may include but is not limited to:
        13.1.1. COVID-19 Screenings:
            - Contractor must attend Interim Housing Collaborative meetings that Department of Public Health and Public Services hold to ensure up-to-date knowledge of COVID-19 practices and protocols.
            - All participants and staff must be screened for COVID-19 symptoms daily in accordance with CDC and the LA County Department of Public Health (DPH) guidelines; this can be completed by trained Contractor staff members and does not require medical personnel.
            - Contractor will make best efforts to ensure that all staff and participants adhere to CDC protocols, including social distancing practices and wearing Personal Protective Equipment (e.g., facial coverings, gloves, etc.).
            - Contractor must ensure that meals will be provided at the front door of each participant's unit or in a common area that allows for social distancing and recommended safety protocols to prevent the transmission of COVID-19.
    13.2. Communications with DPH and LAHSA:
        13.2.1. Contractor must notify DPH whenever there are any symptomatic or COVID-19 positive participants or staff on-site.
        13.2.2. Contractor must submit a completed Incident Report to LAHSA whenever there are any positive COVID-19 cases or outbreaks on-site.
        13.2.3. Contractor must inform and share with LAHSA any site-specific

guidance/recommendations provided by DHS/DPH.

14. **Case Management Services**: Case Management Services are provided by Roadmap-IH Programs staff to assist participants in moving forward in accessing permanent housing. The primary objective of Case Management/Support Services for Roadmap-IH Programs is to support participants with obtaining an ID and any identification documents needed. Additionally, case management shall also include an organized approach to tracking and managing participant progress including referrals and connections to housing navigation and permanent housing programs.
    - 14.1. Contractor must provide Case Management that is offered in accordance with Housing First and trauma-informed care principles to assist participants to self-resolve their housing crisis and/or be connected to a permanent housing provider.
    - 14.2. Contractor must document the content and outcome of case management meetings with participants as case notes under the designated program in HMIS. **Please see LAHSA's Program Level Case Note video on how to do this: https://www.youtube.com/watch?v=Hg39kR6ms_s.**
    - 14.3. To maintain the momentum of participants' progress towards obtaining permanent housing, the Contractor must offer case management services to each participant at least one (1) time per month. The frequency of how often case management services is offered to each participant can be increased depending on need and availability.
    - 14.4. Contractors must ensure that participants have documents prepared for permanent housing placements included but not limited to: Identification and Driver's license cards, Social Security verification, employment verification, and other necessary documents to move swiftly into permanent housing.
    - 14.5. Contractor must develop an organized approach to tracking participant status and progress towards obtaining Identification in addition to tracking the progress of referrals to housing navigation and permanent housing programs.
    - 14.6. All efforts on behalf of the Contractor to engage a participant in case management services should be documented in HMIS as well as the response from the participant.
        - 14.6.1. Case notes in HMIS should be documented in a manner that is succinct, objective, and factual.

15. **Case Management Ratio:** Contractors are recommended to maintain a ratio of approximately one (1) staff to every twenty-five (25) participants for optimal service delivery.
    - 15.1. The specific ratio of staff members to participants for case management services should be determined through consultation with Supervising or Managing level staff, taking into consideration the frequency of services needed for participants based on individual need.

16. **Resource Coordination Meetings:** Interim Housing contractors are required to coordinate and support oversight of program placements between service providers for participants to move swiftly into permanent housing. Contractors will hold regular meetings with Housing Navigation and Time Limited Subsidy service providers to coordinate care and movement into permanent housing and will have access to overall planning for participants.

17. **Mainstream Benefits**.: Contractor must establish procedures for referring eligible and interested participants to mainstream benefit services (e.g., services available through Department of Social Services, Department of Health Services – Countywide Benefits Entitlement Service Team (CBEST), Department of Mental Health, Department of Public Health - Substance Abuse Prevention and Control (SAPC)). The program aims to improve access to these resources and assess the impact of their service/resource connections on participant permanent housing outcomes. Contractor mush establish procedures for referring eligible and interested participants to mainstream benefit services.
    - 17.1. **Connection to The County's Mainstream Services Pilot Program:** The Mainstream Services

Pilot Program is designed to facilitate and enhance access to mainstream health and social services for people accessing Interim Housing programs. Mainstream services are provided by Departments of Health Services (DHS), Mental Health (DMH), Public Health-Substance Abuse and Prevention Control (DPH-SAPC) and Public Social Services (DPSS). The program aims to improve access to these resources and assess the impact of their service/resource connections on participant permanent housing outcomes. Contractor mush establish procedures for referring eligible and interested participants to mainstream benefit services.

LENGTH OF ENROLLMENT

18. Contractor must strive to assist participants in moving out of Roadmap-IH Programs and into permanent housing as quickly as possible. The total length of stay can and should be individually determined, based on the participants' needs. To remain eligible, progress and engagement towards housing goals must be documented and reviewed when participant is approaching an initial 90-day length of stay and, so long as participant stays in the program, every 90 days after.

MEALS

20. All participants will receive three (3) nutritional meals provided by a contracted vendor or the provider.

    20.1 **Meal Distribution:** Contractor must ensure that all participants receive 3 meals daily (Breakfast, Lunch, Dinner). Meals will be provided at the front door of each participant's unit or in a common area that allows for social distancing and recommended safety protocols to prevent the transmission of COVID-19. Contractor must make accommodations for participants who miss the designated mealtime to ensure that they still receive their meals.

PARTICIPANT MASTER FILE

21. The Contractor must ensure that the core documents (listed in table below) are uploaded to HMIS. These core documents make up a participant's master file. The Contractor should coordinate with the referring agency to have these documents uploaded to HMIS prior to their intake at the RM-IH site if the referring agency has them on file. If the participant does not already have core documents upon program entry, Contractor must assist participant with obtaining such documents and upload them to HMIS. While strongly discouraged, in rare situations where warranted because of health, safety, or other concerns that prohibit the Contractor from obtaining the participant's signature, the provider may obtain verbal consent for documents that require a signature. Verbal consent should be documented in Program Level Case Notes on HMIS along with a detailed reason why the participant was unable to provide a written signature.

Document	Guidance
Participant Identification	• Required- See Appendix I for details.
Program Guidelines	• Completed upon program intake
Grievance Procedure Acknowledgement Form	• Agency created form that must be dated and signed by the participant and contractor.
LA CoC Homelessness Certification Form	• See Section 3.1 of this document and Appendix I for details.

Income Documents	• Current proof of income must be uploaded to HMIS if it has not already been uploaded. • If proof of income is outdated or not currently available, the participant should complete Form 1087 - Self Declaration Of Income/ No Income Form and the form should be uploaded to HMIS. • Income is not required for program entry and participants must not be screened out due to lack of income or employment.

CES Survey Result	• LAHSA is no longer requiring completion of a CES Survey upon intake.
	  • The CES Initial Assessment may only be administered by staff who have completed LAHSA required trainings. Upon LAHSA's adoption of a new or updated CES Initial Assessment tool, Contractor will be required to complete all necessary training to administer the new or updated CES Initial Assessment tool(s) at the designated stage of engagement.
	  • Contractor must comply with any forthcoming guidance regarding updating or replacing existing CES survey Tools.
	  • The new or updated CES Initial Assessment must be administered in a place that allows the participant needed privacy for answering the questions.

Monthly Update Form	• Use LAHSA approved form or document using HMIS case notes.
Budget Tool	• Optional- use as needed.
Case Notes	• Program-level case notes must be entered in HMIS documenting the provision of services to participant within 24-hours of each engagement. Please see LAHSA's Program Level Case Note video on how to do this.
Incident Reports, Notice of Noncompliance	• If Applicable
Exit Summary Form	• Use the LAHSA-approved form when exiting participants from the program.

EXITING PARTICIPANTS

22. Contractor must develop and document clear Policies and Procedures regarding allowable reasons and procedures for exiting participants from the Roadmap Interim Housing Program.

23. The following are reasons for which a participant must be exited from the Roadmap Interim Housing program:
    - 23.1 Participant successfully secures permanent housing.
    - 23.2 Reunification services are utilized or the participant self-resolves their housing crisis.
    - 23.3 Participant relocates outside of Los Angeles County.
    - 23.4 Participant is enrolled in another Interim Housing program (Crisis, Bridge, Recuperative Care, Stabilization, etc.) or Transitional Housing Program.
    - 23.5 Participant's actions or behaviors are deemed to pose a serious or imminent risk to the safety of the contractor's staff or other participants.

23.6 Participant will be hospitalized or incarcerated for seven (7) consecutive days or more.

24. If the participant returns for services after being exited, efforts must be made to address the participant's needs and re-enroll into Roadmap Interim Housing Program.

25. Contractor must not exit a Participant from Roadmap Interim Housing Program for the following reasons:
    - 25.1 Active substance use
    - 25.2 Failure to have an income
    - 25.3 Active health issues
    - 25.4 Mental health conditions
    - 25.5 Failure to abide by personal budget
    - 25.6 Medication non-compliance

26. As an interim housing program, it is anticipated that participants will stay in the program most nights: however, there may be circumstances in which a participant works overnight and sleeps during the day, or where participants have an alternate place to stay on some nights. If participants are not staying in the program regularly and have not notified the Contractor of their absence for three or more consecutive days/nights, Contractors must make at least three attempts to contact the participant prior to exiting them from the program. Attempts must be made using at least two (2) different methods (e.g., calls, texts, e-mail).
    - 26.1 If these attempts are unsuccessful, the Contractor may exit the participant.

27. In instances in which a participant is involuntarily exited, Contractor should avoid discharging participants directly to the streets or places not meant for human habitation and instead attempt to facilitate a transition to another interim housing program.
    - 27.1 When a participant has been successfully linked to another interim housing program, Contractor should provide the necessary support to ensure a successful transition.

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

29. **Exit Plan:** Contractor must complete an Exit Summary Plan Form for all exited participants.
    - 29.1 Exit Plans for participants not entering permanent housing should include referrals and linkages to other interim housing resources, with a warm hand-off (i.e., documented transition between providers) that show a smooth transition between providers.
    - 29.2 When participants exit the facility before completing the exit interview, Contractor is expected to maintain a copy of the Exit Plan and list of interim housing resources for the participant should they return to the facility.
    - 29.3 Contractor must complete the Program Exit page in HMIS indicating where the participant has exited to. "Unknown destination" and "Other" entries in HMIS are to be discouraged. If new information about a participant's exit destination becomes available after they've exited from the program, Contractor should proceed with updating the exit destination on the Program Exit page in HMIS.
    - 29.4 Contractor should include a final case note in HMIS that includes supporting details about the participant's exit from the program.

FACILITIES AND OPERATIONS

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

30.1 Creating trauma-informed programs requires continual review of policies to see what works and what may be re-traumatizing to trauma survivors. Contractor must have a regular review of policies to update practices and guidelines to make them as relevant as possible to the participants being served.

30.2 Contractor must train all staff in the administering of Narcan and must have a Narcan supply on site to support participants that may be in an emergency overdose situation.

30.3 Contractor must utilize the Trauma-Informed Organizational Toolkit to self-assess its program and facility for fidelity to the trauma-informed model and to develop aligned policies and procedures. (Trauma-Informed Organizational Toolkit – https://www.lahsa.org/documents?id=1691-trauma-informed-organizational-toolkit.pdf)

30.4 Contractors are permitted to prohibit the possession and/or use of weapons, alcohol, and/or illegal drugs on the site.

30.4.1 Contractors must, however, establish Harm Reduction policies, practices, and procedures designed to minimize negative consequences resulting from participants use or possession of contraband items as referenced above.

30.5 Harm Reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of participants and/or staff.

31. Contractor must allow participants 24-hour access to the (Roadmap Interim Housing program/Tiny Home Village program). Contractor may implement quiet hours when needed, such as to address the following:
    31.1 Community agreements
    31.2 A lack of security
    31.3 A desire not to create sleep disturbance if in communal areas
    31.4 Good neighbor policies

32. Contractor must have, or provide access to, a phone which participants can use within reasonable limits.

33. Contractor must return possessions held on behalf of a participant within twenty-four (24) hours of the participant's request.

34. The facilities used to provide Roadmap Interim Housing may provide beds or cots in a single- site facility with sleeping accommodations in multiple rooms or a congregate dormitory setting. Bunk beds are acceptable for use; however, Contractor must create policies and procedures addressing accessibility.
    34.1 Contractor shall provide basic furnishings in the bedrooms and common areas of the facility. All shared bedrooms must be in compliance with LAHSA's equal access policy.
    34.2 Contractor must provide accommodations for mixed-gender and same-gender couples, as available. Variations to these requirements may exist between populations, consult population specific appendix, attached if applicable.
    34.3 There must be a minimum of three (3) feet, or thirty-six (36) inches between the long side of adjacent beds or cots. The configuration of beds/cots in a dormitory or large room setting must include aisles that are compliant in size and placement to facilitate ease of passage if an emergency evacuation of the facility is necessary.

35. The facilities must also provide, at a minimum, laundry facility (or provide participants with assistance connecting to laundromat services) so that they can wash their clothing. **See LAHSA Facility Standards document.**

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

HEALTH AND SAFETY

37. **Environmental Health and Fire Inspections:** Contractor understands and agrees that City/County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contract service sites, including shelters and supportive service sites, as often as once (1) every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

    37.1 Contractor must be provided with a written report as to the conditions at/of the facility and must either correct any and all deficiencies within thirty (30) calendar days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor must forward a copy of the Health or Fire Department's response to LAHSA. Failure to permit inspection or rectify the defect(s) in a timely manner will be considered a material breach of this contract and will result in LAHSA taking remedial actions up to and including termination of this Agreement.

38. **Health and Safety of Participants:** Contractor must promptly and appropriately respond to medical problems of participants and staff.

    38.1 Contractor must create safety policies, wellness check policies, and maintenance check policies that fit the needs of the community and provider model of care

CONTRACTOR OBLIGATIONS

39. Please see the **LAHSA Program Standards and LAHSA Facility Standards** for a detailed description of requirements.

40. Contractor agrees to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.

41. Contractor is hereby contracted to provide the number of Roadmap Interim Housing beds/units and to serve the number of unduplicated participants experiencing homelessness specified in Program Profile and Performance Targets, attached as part of this Statement of Work, during the contract term under this Agreement.

42. To better assist individuals be connected to Roadmap Interim Housing programs, Contractor must provide specific information such as a Point of Contact, Intake hours, etc. by completing the Interim Housing: Program Access Profile. Refer to the following link to access the form. The form must be submitted to LAHSA within one (1) month of Program Start date at interimhousing@lahsa.org. If any changes occur (Point of Contact, Intake hours, etc.) an updated form must be submitted within seven (7) days.

PROGRAM PARTICIPATION GUIDELINES

43. The Roadmap Interim Housing provider must incorporate as part of their program, a set of program participation guidelines that serve as protocols for ensuring the safety and security of program participants, as well as program staff. These guidelines must be presented to LAHSA staff prior to the start of operations for review and approval by LAHSA.

    43.1 Program participation guidelines must be participant-centered to minimize barriers to accessing a Roadmap Interim Housing bed/unit and also prevent/minimize exits from program due to Rule violations.

43.2 Contractor must create a Program Participation Guideline Agreement form. Contractor must review the form with the participant upon program enrollment. The form must include a participant consent section that is signed and dated by the participant with a witness signature and dated to be signed by the contractor. Upon signature of the Program Participation Guideline Agreement, the participant is consenting to participate in the program and is certifying that they have read (or have been read) the program guidelines, and that they understand and consent to the expectations regarding abiding by the program guidelines.

PERSONNEL

44. Contractors operating 15 or more Roadmap Interim Housing beds must have at least one Master level staff (MSW/MFTI, or similar) to: assist with crisis intervention; oversee case coordination; provide regular clinical supervision to all case management staff; and regular training with other operations staff, i.e. security guards. Staff will need to be available 1 day per week and on call as needed.

45. Contractor must ensure that all staff and volunteers that are contracted to provide services specifically target to serving transition age youth must be fingerprinted and pass a criminal background (Live Scan) check before working/ interacting with any youth who are served in the program.

46. Contractor must provide twenty-four (24) hour residential management and security services by qualified staff to ensure the safety of all participants and staff.

47. Contractor must abide by the list of required pre-recorded and live virtual staff trainings outlined in the LAHSA Program Standards and refer to the Appendix II for a complete list of trainings.

48. In addition to the trainings outlined in the LAHSA Program Standards and Appendix II, Contractor is required to ensure all support services staff complete a training on administering Naloxone (NARCAN) to a participant in the event of an opioid overdose.

APPENDIX I: ROADMAP INTERIM HOUSING PROGRAM ELIGIBILITY GUIDANCE

<table>
<tr><th>Eligibility</th><th>Guidance</th></tr>
<tr><td>Participant Identification</td><td>

Participants are required to have a form of identification on file. Copies are acceptable.
If a participant does not have an identification card at the time of the program screening, Contractor must not deny the participant entry rather assist the participant in obtaining an identification card.
Category [A] are acceptable forms of government issued photo identification cards.
If the participant does not have any of the acceptable identification cards listed in Category [A] they may provide one acceptable form of alternative photo identification in Category [B] along with one acceptable non-photo form of identification in Category [C] to meet the government issue identification requirement.
A copy of a social security card is <u>NOT</u> required for the program.

<table>
<tr><th>[Category A]
Government issued photo Identification Card (ID)</th><th></th><th>[Category B]
Alternative Forms of acceptable photo identification Card (ID)</th><th></th><th>[Category C]
Alternative Forms of acceptable non-photo identification</th></tr>
<tr><td>

State-issued DMV ID
State-issued DMV Driver’s license
Passport/ Passport Card
US Military ID
Immigration Services (USCIS) ID
Visa issued by department of state
Government issued ID

</td><td>OR</td><td>

Student ID
Shelter ID
Employment ID
Bank/ Debit/ Credit Card
Transportation Card (METRO)
Library Card
Gym Membership Card
Warehouse Membership Card

</td><td>AND</td><td>

Birth certificate
Utility Bill
Lease/ rental contract
School Records
Medical / Dental insurance card
Debit/ bank card
Credit card
Legal records/ court documentation
Tax Identification Number/ Paperwork (TIN)
Social Security card
American Automobile Association (AAA) card
American Association of Retired Persons (AARP)

</td></tr>
</table>
</td></tr>
<tr><td>Homeless Status</td><td>
Participant must be determined to be experiencing homelessness.

Category 1: Literal Homeless- An individual who lacks a fixed, regular, and adequate nighttime residence, which includes one of the following:
i. Has primary nighttime residence that is a public or private place not meant for human habitation. Examples include street, park, vehicle, abandoned building, bus/train station, airport, camping ground);
ii. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (i.e. Emergency shelter and transitional housing)
OR
iii. Identified as experiencing homelessness upon exiting from an institution
Examples of Institutions include a medical hospital, psychiatric hospital, jail, prison, substance abuse treatment facility, and dependent care facility.
</td></tr>
</table>

	Category 4: Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threading conditions that relate to violence against the individual or family member and includes ALL of the following: i. Have no identified residence, resources, or support networks; **AND** ii. Lack the resources and support networks needed to obtain other permanent housing.
Homeless Verification	Participants must have their Homeless status documented using either a HMIS Client Summary Report or the LA COC Homeless Certification forms. Providers seeking to document a client's homelessness (Category 1 or Category 4) should first run the participant's Client Summary Report on HMIS. If the Client Summary Report verifies the individual is actively in a homeless program within seven (7) days, the provider may print the HMIS Client Summary Report and place in the participant's file. If the Client Summary Report does not show the client met/meets the Category 1 or Category 4 definition within the last seven (7) days, the provider will need to use one of the universal forms to document a client's homelessness at program entry. The LA COC Homeless Certification forms include the following: • Observation of Homeless Status Form- Form 2199 • Third Party Verification of Homeless Status Form-Form 1444 • Self-Certification of Homeless Status Form- Form 1448 The Contractor can accept the Self-Certification of Homeless Status Form at intake if no other documentation is available at that time and work with the referring agency to obtain the Third-Party Verification of Homeless Status Form or Observation of Homeless Status Form.
Population Appropriate CES Survey	• CES Survey Packet for Adults, CES Survey for Families, OR CES Survey for Youth • The CES Initial Assessment be completed by staff who have completed LAHSA required trainings.
Income	No income requirement for entry. Once in the program, the case manager should work with the participant to access sources of income. The provider must upload income documents to HMIS.

APPENDIX II: Staff Trainings

Required Trainings	Where you can sign up for trainings	Applicable Staff	Priority Level
HMIS	https://lahsa.configio.com/search?cid=445	Case Managers	Immediate
Care Coordination and System Navigation I	https://lahsa.configio.com/search?cid=446	All Staff (Entry level)	Immediate
Care Coordination and System Navigation II	https://lahsa.configio.com/search?cid=447	Direct service staff (with minimum of 6 months homeless services experience)	Immediate
Care Coordination and System Navigation III	https://lahsa.configio.com/search?cid=448	Supervisors Only	Immediate
Problem Solving	https://lahsa.configio.com/search?cid=444	Case Managers	Moderate
Boundaries and Ethics	https://lahsa.configio.com/search?cid=460	All Staff	Moderate
Working through challenging behaviors	https://lahsa.configio.com/search?cid=464	All Staff	Immediate
Harm Reduction	https://lahsa.configio.com/search?cid=461	All Staff	Immediate
Trauma Informed Care, including Secondary Trauma	https://lahsa.configio.com/search?cid=463	All Staff	Immediate
Motivational Interviewing	https://lahsa.configio.com/search?cid=462	Case Managers	Moderate
Dynamics of DV	https://lahsa.configio.com/search?cid=449	Direct service staff	Immediate
Mandated Reporter Training	https://lahsa.configio.com/search?cid=450	Direct Service Staff	Immediate
Mental Health First Aid	https://www.mentalhealthfirstaid.org/take-a-course/find-a-course/	All Staff	Moderate
Non-Violent Crisis Intervention	https://www.crisisprevention.com/Training-and-Events	All Staff	Moderate
Equal Access Gender Identity Policy	https://endhomelessness.org/resource/webinar-huds-equal-access-rule-what-it-is-whats-changed-and-what-you-need-to-know/	All Staff	Immediate
CPR, First Aid, & Communicable Disease procedures	https://www.redcross.org/take-a-class/train-my-employees	All Staff	Immediate for at least 1 staff at each site, moderate for all staff

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

#	EGMS ID	Title	Measure	Unit of Measurement	Target	Actual
1	KPI-0045	Average Nightly Bed Utilization Rate	Refer HMIS Report: [HSNG-104] Monthly Housing Report; [HSNG-108] Housing Census	Percentage (%)	95	0
2	KPI-0055	Exits to Permanent Housing Destination	Refer HMIS Report:[GNRL-220] Program Details Report Look at the Exits spreadsheet to see the destinations	Percentage (%)	40	0

Exhibit B
Conditions Precedent
(on next page)

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

EXHIBIT B
Conditions Precedent
As Applicable Based on Funding Agreement

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

"EGMS" refers to LAHSA's Enterprise Grants Management System.

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

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Attachment 1 - Certification of No Conflict of Interest*

Attachment 2 - Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*

Attachment 3 - Certification of Compliance with Equal Benefits Ordinance*

Attachment 4 - LAHSA's Authorization to Execute Agreements*

Attachment 5 - LAHSA's Authorization to Sign Invoices*

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

Attachment 7 - Contractor's Articles of Incorporation

Attachment 8 - Grounds for Rejection*

Attachment 9 - Contractor Employee Acknowledgement and Confidentiality Agreement*

Attachment 10 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*

Attachment 11 - Employee Jury Service Program and Certification*

Attachment 12 - Charitable Contributions Certification*

Attachment 13 - Standardized Tuberculosis ("TB") Guidelines*

Attachment 14 - Contractor's Termination Policies and Procedures

Attachment 15 - Contractor's Grievance Policies and Procedures

Attachment 16 - Federal Certification and Disclosure Regarding Lobbying*

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

Attachment 18 - Contractor's Match Documentation

Attachment 19 - Contractor's Affirmative Action Plan

Attachment 20 - Contractor's Bylaws

Attachment 21 - Contractor Responsibility Ordinance

Attachment 22 - Certification Regarding Notice of Prohibition Against Retaliation*

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

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

Attachment 25 - COVID-19 Vaccination Certification of Compliance

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

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A. General Conditions Precedent

1. Authorization for Direct Deposits – Automated Clearing House Credits. Contractor will upload its Authorization for Direct Deposits - Automated Clearing House Credits in EGMS prior to execution of the Agreement.

2. Certification of No Conflict of Interest, Attachment 1.

3. Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Order 12549, Attachment 2.

4. Certificate of Insurance containing coverage as specified in Section 47 of the Agreement, Insurance, unless otherwise required by Funder Terms & Conditions, Exhibit F. Contractor will upload proof of insurance via a certificate of insurance and endorsement in EGMS prior to execution of the Agreement.

5. Certification of Compliance with Equal Benefits Ordinance, Attachment.3

6. LAHSA's Authorization to Execute Agreements form, along with evidence of a corporate action ratifying such authority, Attachment 4.

7. LAHSA's Authorization to Sign Invoices form, Attachment 5. If there is a change in the names or titles of any authorized signatory listed in Attachment 5, Contractor will give written notice to LAHSA within five (5) business working days of said change, along with evidence of a corporate action ratifying said change.

8. Current list of Board of Directors, providing each member's name, position on the Board and contact information (including business address, telephone number(s), and email addresses. Contractor will upload Board of Directors information described in this section in EGMS prior to execution of the Agreement.

9. A Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the Los Angeles Homeless Services Authority, Attachment 6.

10. Copy of Adopted Code of Conduct. Contractor will upload its Code of Conduct in EGMS prior to execution of the Agreement.

11. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, Attachment 7.

12. Grounds for Rejection, Attachment 8.

13. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment 9. Contractor shall save Attachment 9 in its files, as indicated in the Contractor Acknowledgement and Confidentiality Agreement.

14. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, Attachment 10. Contractor shall return the Contractor Non-Employee Acknowledgement and Confidentiality Agreement form if applicable.

15. Employee Jury Service Program and Certification, Attachment 11.

16. Charitable Contributions Certification, Attachment 12.

17. Standardized Tuberculosis ("TB") Guidelines, indicating Contractor's TB Liaison's contact information, Attachment 13.

18. Contractor's Termination Policies and Procedures, Attachment 14.

19. Contractor's Grievance Policies and Procedures, Attachment 15.

20. The Federal Certification and Disclosure Regarding Lobbying; Contractor shall comply with all provisions of 31 USC §1352 *et seq*. and 29 CFR Part 93, Attachment 16.

B. Federal Conditions Precedent

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

1. Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq*., and its implementing regulations), as evidenced by the execution of a certification to this Agreement, Attachment 17.

2. Contractor's Match Documentation as required in Section 15 of the Agreement, Match Requirements, Attachment 18.

C. City Conditions Precedent

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

1. An Affirmative Action Plan, Attachment 19, in accordance with PSC-26, Exhibit F, City of Los Angeles Terms and Conditions.
2. Contractor's Bylaws (if any), and all amendments to those Bylaws, as adopted by Contractor's Board of Directors and properly attested, Attachment 20.
3. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq*., of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended. If applicable, an exemption may be filed. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.
4. An Internal Revenue Service taxpayer identification number, as disclosed in EGMS prior to execution of the Agreement.
5. The Contractor Responsibility Ordinance, if applicable, including the pledge and questionnaire in accordance with PSC – 31 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.40 *et seq*., Attachment 21. The pledge and questionnaires can be found at the following links:
   Pledge: https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF
   Questionnaire for service
   https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf
   Questionnaire for construction
   https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf.

6. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit F and in accordance with PSC – 28 on Exhibit F, City of Los Angeles Terms and Conditions, Attachment 22.
7. A Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures Application for First Source Hiring Ordinance in accordance with PSC – 34 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.8.3, Attachment 23.
8. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with PSC – 33 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.41, Attachment 24.
9. A Management Representation Statement fully executed in accordance with City's fiscal policies. Contractor will upload its Management Representation Statement in EGMS prior to execution of the Agreement.
10. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 on Exhibit F, City of Los Angeles Terms and Conditions. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

D. County Conditions Precedent

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

1. A Certification of Compliance with the County's COVID-19 Mandatory Vaccination requirements for all Contractor personnel per Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) in accordance with Section 11 on Exhibit F, County of Los Angeles Terms & Conditions. If the Urgency Ordinance expires and is no longer in effect, during the term of the agreement, this condition shall not apply. Contractor will upload its COVID-19 Compliance Certification in EGMS prior to the execution of the agreement.

Exhibit B, Attachment 1
Certification of No Conflict of Interest
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contra

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit I
Certification of No Conflict of Interest

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

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

Jennifer Hark Dietz, Chief Executive Officer

Authorized Official's Printed Name and Title

Authorized Official's Signature

Exhibit B, Attachment 2
Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

   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:

Name and Title of Authorized Representative

SIGNATURE

6/16/16
DATE

Joel John Roberts, CEO
NAME & TITLE

Exhibit B, Attachment 3
Certification of Compliance with Equal Benefits Ordinance
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

City Dept. Awarding Contract: LAHSA **Contact/Phone:** 323-644-2201

SECTION 1. CONTACT INFORMATION

Company Name: People Assisting The Homeless (PATH)
Company Address: 340 N Madison
City: Los Angeles State: CA Zip: 90004
Contact Person: Michuan Fleming Phone: 323-644-2201 Fax: 323-297-1995
I am a one-person contractor, and I have no employees. ☐Yes ☒No *(if you answered "Yes," go to Section 3)*
Approximate Number of Employees in the United States: _____
Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

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

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

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit Is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	**Health Insurance (List Name of Carrier(s))**				
	Health Carrier 1: Anthem	☐	☒	☒	☒
	Health Carrier 2: Kaiser	☐	☒	☒	☒
	☐additional carriers on attachment.				
2	**Dental Insurance (List Name of Carrier(s))**				
	Dental Carrier 1: Guardian	☐	☒	☒	☒
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	**Vision Plan (List Name of Carrier(s))**				
	Vision Carrier 1: Guardian VSP	☐	☒	☒	☒
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension/401(k) Plans	☐	☐	☐	☐
5	Bereavement Leave	☐	☒	☐	☐
6	Family Leave	☐	☒	☐	☐
7	Parental Leave	☐	☒	☐	☒
8	Employee Assistance Program Guardian	☐	☒	☒	☐
9	Relocation & Travel	☐	☐	☐	☐
10	Company Discount, Facilities & Events	☐	☐	☐	☐
11	Credit Union	☐	☐	☐	☐
12	Child Care	☐	☐	☐	☐
13	Other: 403b/Nation Wide	☐	☒	☐	☐
14	Other:	☐	☐	☐	☐

COMPLIANCE

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

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

☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.

☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.

☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:

- ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
- ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this 17 day of June, in the year 2015, at Los Angeles (City), CA (State).

M Fleming
Signature

Michuan Myeshia Fleming
Name of Signatory (please print)

Mg Director of HR & Admin
Title

340 N Madison Ave.
Mailing Address

Los Angeles, CA 90004
City, State, Zip Code

95-395019
Federal ID Number

Exhibit B, Attachment 4
LAHSA's Authorization to Execute Agreements
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Los Angeles Homeless Services Authority
a joint powers authority of the city & county of los angeles

Authorization to Execute Agreements

Name and Address of Contractor

PATH - 340 N. Madison Ave., Los Angeles CA 90004

At a Board Meeting held on 04/28/2022, the Board of Directors - PATH duly adopted a resolution authorizing the following persons to execute contracts, amendments, addendums, and change notices* on behalf of Contractor.

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

NAME	TITLE	SIGNATURE
1. Jennifer Hark Dietz	Chief Executive Officer	
2. Tescia Uribe	Chief Program officer	Tescia Uribe
3. La Keishia Childers	Chief Compliance and Administrative Officer	
4.		
5.		
6.		

CHAIRPERSON	SIGNATURE	DATE
Jennifer Hark Dietz		12/19/2022

*** If neither is applicable, strike out**

MAKING IT HOME
340 North Madison Ave.
Los Angeles, CA 90004
Tel. (323) 644-2200
Fax (323) 297-1942
www.epath.org

RESOLUTION NO. 20220428

RESOLUTION OF THE BOARD OF DIRECTORS OF PATH TO AUTHORIZE SIGNATORY AUTHORITY

A majority of the Board of Directors of PATH, a California nonprofit corporation (the "Corporation") hereby consents to adopt and ratify the following resolution:

WHEREAS, the Corporation would like to update the following names and titles as official signers who are authorized to sign and transact business on the Corporation's behalf for all matters, except as noted, effective 5/1/2022:

Jennifer Hark-Dietz, Chief Executive Officer & Executive Director
Sarah Kollsh, Chief Operating Officer
Tescia Uribe, Chief Program Officer
Jonathan Castillo, Chief Regional Officer
La Keishia Childers, Chief Compliance and Administrative Officer
Katie Tell, Chief External Affairs Officer
Sandy Oluwek, Chief Financial Officer, *excluding payment transactions*
Michelle Rivera, Director of Procurement, *only for matters involving purchases of goods and services*
Terry Bird, Co-Board President
Stanley Schneider, Board Member
Claire West Orr, Founder
Eileen Dardick, Board Secretary
Joel Roberts, Chief Executive Officer of PATH Ventures & PATH Partners

NOW, THEREFORE, IT IS RESOLVED: That the Board of Directors has hereby authorized this resolution as official documentation to properly set forth those authorized to sign on behalf of the organization as well as the names and titles of the duly elected individuals.

Passed and adopted effective as of April 28, 2022 by the consent of the Board of Directors of the Corporation.

CERTIFICATION OF THE SECRETARY: The undersigned, Secretary of the Board of Directors of PATH does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said Corporation which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Eileen Dardick — Eileen Dardick — 05/02/2022

Board Secretary Signature | Type or Print Name | Date

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Los Angeles Homeless Services Authority
LAHSA
a joint powers authority of the city & county of los angeles

Authorization to Sign Invoices

Name and Address of Contractor

PATH - 340 N. Madison Ave., Los Angeles CA 90004

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

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

NAME	TITLE	SIGNATURE
1. Yesica Leiva	Finance Grant Management, Director	Yesica Leiva (Dec 19, 2022 11:29 PST)
2. Tescia Uribe	Chief Program Officer	Tescia Uribe
3. Jennifer Hark Dietz	Chief Executive Officer	
4.		
5.		
6.		

CHAIRPERSON	SIGNATURE	DATE
Jennifer Hark Dietz		12/19/2022

*** If neither is applicable, strike out**

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

MAKING IT HOME
340 North Madison Ave.
Los Angeles, CA 90004
Tel. (323) 644-2200
Fax (323) 297-1942
www.epath.org

RESOLUTION NO. 20220428

RESOLUTION OF THE BOARD OF DIRECTORS OF PATH TO AUTHORIZE SIGNATORY AUTHORITY

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Sarah Kollsh, Chief Operating Officer
Tescia Uribe, Chief Program Officer
Jonathan Castillo, Chief Regional Officer
La Keishia Childers, Chief Compliance and Administrative Officer
Katie Tell, Chief External Affairs Officer
Sandy Oluwek, Chief Financial Officer, *excluding payment transactions*
Michelle Rivera, Director of Procurement, *only for matters involving purchases of goods and services*
Terry Bird, Co-Board President
Stanley Schneider, Board Member
Claire West Orr, Founder
Eileen Dardick, Board Secretary
Joel Roberts, Chief Executive Officer of PATH Ventures & PATH Partners

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Passed and adopted effective as of April 28, 2022 by the consent of the Board of Directors of the Corporation.

CERTIFICATION OF THE SECRETARY: The undersigned, Secretary of the Board of Directors of PATH does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said Corporation which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Eileen Dardick — Eileen Dardick — 05/02/2022

Board Secretary Signature | Type or Print Name | Date

Exhibit B, Attachment 6
Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2018 a wage of at least $11.80 per hour with health benefits of $1.25 per hour, or $13.05 per hour without health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request(pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, on the Bureau of Contract Administration website at http://bca.lacity.org/living-wages-ordinance-lwo, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: PATH (People Assisting the Homeless) Email Address: JenniferD@epath.org
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? [X] Yes [ ] No

   If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

**NOTE: Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least $15 per hour. If so, check the box below.

[X] **I certify under penalty of perjury that I do not have any employees earning less than $15 per hour working on this City contract.**

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

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

Jennifer Hark Dietz	[signature]
Print Name of Person Completing This Form	Signature of Person Completing This Form
Deputy CEO and Executive Director	323-644-2200 / 08/29/2018
Title	Phone # / Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

1. Company Name: PATH (People Assisting the Homeless) Contact Person: Jennifer Hark Dietz, Deputy CEO Phone #: (323) 644-2200

2. Do you have subcontractors working on this City contract? ☐ Yes ☒ No

If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
b) Complete Section II for EACH subcontractor, continue to Section III & IV (if applicable), AND SIGN Section V.
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.

SECTION II: SUBCONTRACTOR INFORMATION

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

SECTION II. SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
If Yes, state reason below. And see Section III for the required document(s):

_____

SECTION III. EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO THE LWO

EXEMPTION or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization[1]	LW-28 - 501(c)(3) Non-Profit Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Collective bargaining agreement w/supersession language[2]	LW-10 - OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business[3]	LW-26 - Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity[4] or Utilities Companies[5]	NONE REQUIRED.
Construction contract[6]	NONE REQUIRED.

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

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

1) Employee Information Form	LW-6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW-18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

SECTION V. SIGNATURE

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

Jennifer Hark Dietz		
Print Name of Person Completing This Form	Signature of Person Completing This Form	
Deputy CEO and Executive Director	(323) 644-2200	08/29/2018
Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY

Dept:	Dept Contact:	Contact Phone:	Contract #:

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I. CONTRACTOR INFORMATION

1. Company Name: PATH (People Assisting the Homeless) Contact Person: Jennifer Hark Dietz, Deputy CEO Phone #: (323) 644-2200

2. Do you have subcontractors working on this City contract? ☐ Yes ☒ No

If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
b) Complete Section II for EACH subcontractor, continue to Section III & IV (if applicable), AND SIGN Section V.
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.

SECTION II. SUBCONTRACTOR INFORMATION

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____
2. Contact Person: _____ Phone #: _____
3. Address: _____
4. Purpose of Subcontract: _____
5. Amount of Subcontract: $_____ Term: Start Date ____/____/____ End Date ____/____/____
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

SECTION II: SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No
   If Yes, state reason below. And see Section III for the required document(s):

_____

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO THE LWO

EXEMPTION or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization[1]	LW-28 - 501(c)(3) Non-Profit Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Collective bargaining agreement w/supersession language[2]	LW-10 - OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business[3]	LW-26 - Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity[4] or Utilities Companies[5]	NONE REQUIRED.
Construction contract[6]	NONE REQUIRED.

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

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

1) Employee Information Form	LW-6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
2) Subcontractor Information Form	LW-18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

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

Jennifer Hark Dietz		
Print Name of Person Completing This Form	Signature of Person Completing This Form	
Deputy CEO and Executive Director	(323) 644-2200	08/29/2018
Title	Phone #	Date

AWARDING DEPARTMENT USE ONLY

Dept:	Dept Contact:	Contact Phone:	Contract #:

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

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

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

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

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

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

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

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

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

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

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

(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than1,214 hours per month for at least three-fourths of the of the previous calendar year.

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

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

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

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

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: PATH (People Assisting the Homeless) Phone #: (323) 644-2200
2. Company Address: 340 North Madison Avenue, Los Angeles, California 90004
3. Are you a Subcontractor? ☐Yes ☒No If YES, state the name of your Prime Contractor:
4. Type of Service Provided: Coordinated Entry System services for families in the County of Los Angeles.

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) Non-Profit Organizations: ■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ■ The exemption is valid for all employees except Child Care Workers. ■ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ■ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ■ This is read broadly so that the term would include, for example, tutors working with children 12 or under.	1. **ATTACH** a copy of your 501(c)(3) letter from the IRS. 2. **ANSWER** the following questions: A. **STATE** the hourly wage of HIGHEST paid employee in the organization: $ 119.00 B. **STATE** the hourly wage of LOWEST paid employee in the organization: $ 15.00 C. **MULTIPLY B by 8:** $ 120.00 3. Based on Question 2 above, is A less than C? ☒YES If YES, sign and submit this application for final approval. ☐NO If NO, your company is **NOT eligible** for an exemption. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐YES ☒NO 5. Fill & Submit LW-18 Subcontractor Information Form.

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

Jennifer Hark Dietz — Print Name of Person Completing this Form

[signature] — Signature of Person Completing this Form

Deputy CEO and Executive Director — Title

(323) 644-2200 — Phone #

08 / 29 / 2018 — Date

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

AWARDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

SECRETARY OF STATE

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

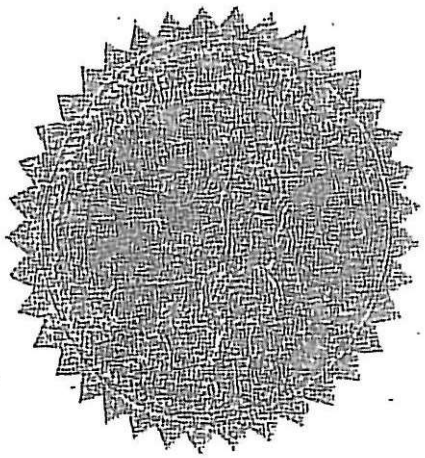
That on the 19th day of October, 1984, P.A.T.H. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 5, 2003.

KEVIN SHELLEY
Secretary of State

ap

State of California
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

OCT 2 9 1984



March Fong Eu

Secretary of State

1260256

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
OCT 1 9 1984
MARCH FONG EU, Secretary of State
Leslie Glenn
Deputy

ARTICLES OF INCORPORATION

OF

P.A.T.H.

I.

The name of this corporation is:

P.A.T.H.

II.

A. This corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to provide shelter services and/or financial and supportive services for shelters for homeless families and adults.

III.

The name and address in the State of California of this corporation's initial agent for service of process is

Terry Ford
5655 Lindero Canyon Road
Suite 403
Westlake Village, CA 91362

I.

IV.

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

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

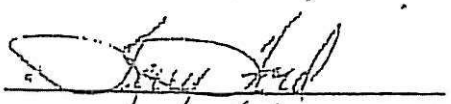
V.

The property of this corporation is irrevocable dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any Director, Officer or member thereof, or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a non-profit fund, foundation or corporation which is organized and

2.

operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c) (3) of the Internal Revenue Code.

DATED: July 5, 1984



(Signature of Incorporator)

TERRY FORD

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



TERRY FORD

Exhibit B, Attachment 8
Grounds for Rejection
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Grounds For Rejection

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

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

(a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

(b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;

(c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and

(d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

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

Jennifer Hark Dietz, Chief Executive Officer

Authorized Official's Name and Title

Authorized Official's Signature

04/11/22

Date

Exhibit B, Attachment 9
Contractor Acknowledgement and Confidentiality Agreement
(For Contractor's files)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Contractor Acknowledgement and Confidentiality Agreement

Contractor: PATH (People Assisting The Homeless)

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

Signature: _____

Date: 6/16/16

Joel John Roberts, CEO

Name and Title

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

N/A - PATH will submit as applicable

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to LAHSA with Contractor's executed Contract. Work cannot begin on the Contract until LAHSA receives this executed document.)

CONTRACTOR NAME: PATH **Contract No.** TBD - Various

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Homeless Services Authority ("LAHSA") funded by the County of Los Angeles to provide certain services to the County. LAHSA and the County require your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITYAGREEMENT:

I may be involved with work pertaining to services provided by the LAHSA and/or the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and/or the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA and/or the County of Los Angeles. LAHSA and the County have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in LAHSA and/or County work, LAHSA and the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for LAHSA and the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____ POSITION: _____

Exhibit B, Attachment 11
Employee Jury Service Program and Certification
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

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

Los Angeles County Code, Title 2 ADMINISTRATION

2.203.010 Findings.

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

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

9. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

   i) The lesser number is a recognized industry standard as determined by the chief administrative officer, or

   ii) The contractor has a long-standing practice that defines the lesser number of hours as full time.

10. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

A. Recommend to the board of supervisors the termination of the contract; and/or,

B. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

D. “Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

E. “Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

(continued)

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

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

Company Name:	*PATH*
Company Address:	*340 North Madison Ave Los Angeles CA 90004*
Telephone Number:	*323-644-2225*
Solicitation For (Type of Goods or Services):	*Homeless Services*

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

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

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

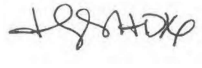
OR

Part II - Certification of Compliance

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

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

Print Name: *Jennifer Hark-Dietz*



Signature: Date: *02/18/20*

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Charitable Contributions Certification

PATH
Company Name:

340 North Madison Ave Los Angeles CA 90004
Address:

Internal Revenue Service Employer Identification Number: *95-3950196*

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

09/18/20
Date

Jennifer Hark-Dietz, Deputy CEO & Executive Director
Name and Title of Signer

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

STANDARDIZED TUBERCULOSIS ("TB") GUIDELINES

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

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

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

---

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

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

A. All staff can be referred to their private healthcare provider or a community-based clinic in order to get tested for latent TB infection. A community based clinic may be found at http://publichealth.lacounty.gov/tb/index.htm

B. New employees who report a prior test showing latent TB infection (baseline) must have a chest x-ray or provide written documentation that a chest x-ray was performed within the previous six months. Such individuals must also receive a medical evaluation by a healthcare provider to determine the need for further evaluation or treatment.

C. All employees and volunteers should receive annual TB clearance

---

2. Appoint A Shelter TB Liaison*

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

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

B. Ensure that all new Clients without symptoms of active TB disease receive TB clearance within 7 days of intake using a **Referral for Tuberculosis Screening** Form (attached as **SAMPLE FORM D**)

C. Maintain a **Cough Ale rt Log** on a daily basis for the purpose of keeping count of coughing reflexes as perceived by other shelter staff using the Cough Alert Log form as indicated in Section 4 below. A draft sample of a form is attached hereto as **SAMPLE FORM B**; and

D. Coordinate Client referrals to healthcare providers for TB evaluation if symptomatic; and

E. Fax or hand deliver a Referral for Tuberculosis Evaluation to the referring healthcare provider on the same day a Cough Alert Log is created. A sample form is attached herein as **SAMPLE FORM A**; and

F. Maintain a filing system for these forms (and a computer database, if possible)

G. Coordinate Client transportation to a nearby healthcare provider for TB evaluation

H. Attend TB prevention training and other health protection workshops

I. Develop a reminder system for Client follow up

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

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

TB Liaison: Matt

Printed Name

213-910-53

Telephone Number

matthewb@epath.

E-mail Address

---

3. Screen Program Clients for Infectious TB symptoms at Intake

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

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

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

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

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

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

---

4. Screen Clients For Latent TB Infection at Intake

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

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

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

---

5. Establish a Cough Alert Protocol (CAP)

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

A. Complete a *CAP* and provide it to the TB Liaison immediately after the Client has been identified.

B. Upon receiving the CAP, the TB Liaison will fax the **Referral for Tuberculosis Evaluation** form to the healthcare provided to which the Client is referred to.

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

ANNUAL SCREENING FOR EMPLOYEES AND VOLUNTEERS

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

A. All persons (employees or volunteers) with a new positive skin or blood test must also have a chest x-ray.

B. Staff who have a documented previous positive skin or blood test and are coughing (possible active TB disease) must be excluded from work until medically evaluated.

C. The medical evaluation will include an examination by a healthcare provider, a test for latent TB, a chest x-ray and possibly other diagnostic tests.

D. Clearance to return to work must be obtained from an appropriately licensed healthcare provider.

E. Results of TB screening for employees and volunteers are considered protected health information and must be kept confidential.

F. Homeless shelters must maintain employee TB screening documentation in the employee's medical file. Documentation regarding compliance with required medical screening may be kept in the employees personnel file, however screening results may never be kept in the employee personnel file.

G. Shelter employees and volunteers should receive TB prevention training annually, with a curriculum that has been developed by the Los Angeles County, Department of Public Health – Tuberculosis Control Program, and documentation of this training should be placed in the employee's personnel file.

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

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

Name of referring shelter: _____

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

Name of Client: _____ Date of birth: _____

Bed location: _____

Date of arrival at shelter: _____ Referral date: _____

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

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

_____

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

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

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

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

Name of physician or nurse at clinic: _____

Date of evaluation: _____ Name of clinic:_____

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

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

SAMPLE FORM B
Cough Alert Log

Name of Shelter: _____ **Month/Year:** _____

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

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

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

SAMPLE FORM C
Early Detection of Tuberculosis Questionnaire

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

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

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

Yes No

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

Shelter Liaison COMMENTS

_____

EXPOSURE CONTROL METHODS IMPLEMENTED

Surgical mask given to Client? _____

Instructed to cover mouth when coughing? _____

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

Evaluator name: _____ Date: _____

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

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

Name of referring shelter: _____

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

Name of Client: _____ Date of birth: _____

Bed location: _____

Date of arrival at shelter: _____ Referral date: _____

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

_____

Dear Provider,

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

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

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

TST result: ☐ mm TB Blood Test Result: ☐ Negative ☐ Positive

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

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

☐ Cleared for stay in congregate setting ****Date of clearance: _____
☐ Not cleared; pending additional testing
Name of physician or nurse at clinic/hospital: _____

Name of clinic/hospital_____

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

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

MAKING IT HOME

Client Termination Policy and Procedure

Positive Discharges/Program Exit

Typical positive discharge from a PATH program includes one or more of the following:

- Successful program completion including completion of individualized service plan resulting in goal achievement;
- Successful linkage and enrollment into appropriate services for long term care or service specific care (i.e. in-patient care, skilled nursing, assisted living, substance use treatment); and
- Successful placement into permanent or other supportive housing.

Other Conditions for Discharges/Program Exit include but not limited to:

- Client chooses to not participate in program/services or leaves a PATH housing program
- 72 hours no contact (applicable to Interim Housing Programs)
- Client is no longer eligible for the program in which they are enrolled (i.e. income ineligibility)
- Client is no longer an active participant and engages in service plan activities

Documenting Discharges/Program Exit

All discharges or exits from PATH programs are documented in the client file and in HMIS (or applicable program database) in accordance with funding requirements and PATH documentation procedures. Clients will be notified of discharge via official written letter.

Program Termination

Violation of program requirements resulting in termination

- Violation of one of the four basic rules at PATH
  1. No acts of threats or violence
  2. No drug or alcohol use on-site
  3. No theft or destruction of property
  4. No possession or use of weapons

If a client fails to comply with the above basic rules, a client conference will be held to discuss the specifics of the situation. The conference will include a review of all facts, a review of the alleged violation and the exploration of alternative resolution other then termination. The assigned staff member, Program Manager and Director will attend the meeting with the client. If it is determined that the violation stands and the client will be terminated from the program, the following process will be applied:

- All termination plans are reviewed by the Program Manager and Director.
- The client will receive a written Termination Notice that contains the reason(s) for termination.
- Once termination is approved, three referrals are provided, when feasible. Exclusion would be immediate discharge for acts of violence that jeopardizes the safety of the community.
- Inform other PATH programs that have had contact with the client or continue to provide services.

MAKING IT HOME

If the client would like to contest the initial termination decision, the grievance procedure should be followed. Within the grievance procedure, the meeting with the Chief Program Officer, Dispute Resolution Services and LAHSA's Due Process Appeal, would apply to terminated cases, as previous steps would have already occurred.

Through the grievance process, the client will be given the opportunity to present written and/or oral objections before the PATH Chief Program Officer or their designee (a person other than the person who made or approved the termination decision) and or/ Dispute Resolution Services and LAHSA's Due Process Appeal Board, if applicable.

The termination will be in effect until all procedures have been followed and a final resolution has been made. Client will not be able to access any services within PATH programs if terminated from services.

After the review, PATH will provide the client with a written Final Decision. The Final Decision notice will be provided to the client no longer than 5 calendar days from final review. The Final Decision will contain a clear statement of the outcome of the review.

Once termination occurs a client may request to return to PATH programs only after at least 30 days have lapsed and there is an agreement for further positive steps taken to address the reasons for termination. If this agreement can be reached and there is availability, the client will be enrolled into services.

PATH wants to resolve any and all problems concerning client's participation in PATH's programs in a fair, prompt, and efficient manner.

The termination policy and procedures are to be given to all clients at intake. Case notes should reflect the date the procedures were reviewed and given to the client.

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Client Grievance Policy and Procedure

MAKING IT HOME

This policy and procedure outlines the steps by which a client may seek resolution to a grievance within PATH programs.

When a client has a grievance the proper reporting protocol is as follows:

1. The client is to first discuss the issue with their assigned staff member (i.e. case manager, employment specialist, housing navigator, etc.). If the assigned staff member is not available the client should bring the information to program management.

2. If the issue being discussed pertains to their assigned staff member, the client should bring the information to program management. If the issue is not resolved from the initial discussion, the following steps should be taken in the order outlined below:

3. A request in writing, using the designated grievance form, needs to be submitted to the Program Manager. The Program Manager will investigate the matter, including the gathering of facts, obtaining statements from other participants or staff, etc. The client will receive a written decision within 72 hours of receipt of the form. To the extent possible and when appropriate, the program manager may meet with the client in person to review the grievance and written decision in a confidential area, which may be identified as management's office or a PATH conference room. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:

4. A request in writing, in the form of a letter, to the Program Director, explaining the grievance and requesting a meeting to seek resolution. This letter must be submitted to the Program Director within three standard business days of response from the Program Manager. Within three standard business days of receipt of the letter, the client will be invited to meet with the Program Director to discuss the grievance in a confidential area, which may be identified as the Director's office or a PATH conference room. Prior to the meeting, the Director will investigate the matter, as described previously. A written decision will be drafted at the time of the meeting with a copy given to the client. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:

5. A request, in writing, in the form of a letter, to the Chief Program Officer, explaining the grievance and requesting a meeting to seek resolution. This letter must be submitted to the Chief Program Officer within three standard business days of response from the Program Director. Within three standard business days of receipt of the letter, the client will be invited to meet with the Chief Program Officer, at a mutually agreeable time, to discuss the grievance in a confidential area, which may be identified as the Officer's office or a PATH conference room. Prior to the meeting, the Chief Program Officer will investigate the matter, as described previously. A written decision will be drafted at the time of the meeting with a copy given to the client. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:

6. The client's right to review the written decision of the Chief Program Officer through a mediation or dispute resolution service. PATH will provide assistance with this step, including referral to mediation and scheduling a mutually acceptable date and time for all parties to meet. PATH will fully participate in the mediation/dispute resolution process and encourages the client to do so as well. The client may elect to use the following cost free resolution service:

Office of the Los Angeles City Attorney Dispute Resolution Program
City Hall
200 North Spring Street, 14th Floor
Los Angeles, CA 90012
O: (213) 978-1880
F: (213) 978-1312
E: mediate@lacity.org

If the client chooses to use the Dispute Resolution Services for mediation for a decision, this mediation will be the final, binding resolution of the grievance. However, if the client believes that PATH has not followed this established Grievance Policy in hearing and attempting to resolve the grievance, the client has the right to:

7. File a due process appeal with LAHSA, within 48 hrs. of receiving the written decision from the dispute resolution or mediation meeting. The client will be assisted in filling out and submitting the LAHSA Grievance Resolution Appeal Form. PATH will either provide a stamped envelope address to LAHSA or fax the form directly to LAHSA depending on the client's choosing. All completed LAHSA Grievance Resolution Appeal Forms will be submitted to:

   Los Angeles Homeless Services Authority
   Grievance Coordinator
   811 Wilshire Blvd, Suite 600
   Los Angeles, CA 90017
   LAHSA Fax Number: 213-892-0093
   Grievances@lahsa.org

8. In the event of a grievance that is filed due to a termination from PATH Services, the termination will be in effect until all procedures have been followed and a final resolution has been made. Client will not be able to access any services within PATH programs if terminated from services. We will provide the client with a referral to other programs if requested at the time case management is terminated. PATH wants to resolve any and all problems concerning client's participation in PATH's programs in a fair, prompt, and efficient manner.

9. A copy of filed grievances with written resolution or disposition of said grievance will be kept within the program department in a separate grievance file.

These procedures are given to all clients at intake, and the signed client acknowledgement of the procedures is placed inside client's file.

I _____ have read all points of the grievance procedure.
PRINT CLIENT NAME

CLIENT SIGNATURE _____ DATE _____

STAFF SIGNATURE _____ DATE _____

***PATH Staff:** *Please provide a copy of the signed Grievance Procedure to all clients.*

Client's Initials for received copy: _____

Exhibit B, Attachment 16
Federal Certification and Disclosure Regarding Lobbying
(Contractor, please provide)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

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

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

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

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

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

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

Contractor: PATH

Jennifer Hark Dietz, Chief Executive Officer
Name and Title

04/11/22
DATE

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

340 N MADISON AVE
LOS ANGELES CA 90004-3504

**********5-DIGIT 90004 74
PEOPLE ASSISTING THE HOMELESS 27736
340 N MADISON AVE
LOS ANGELES CA 90004-3504

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

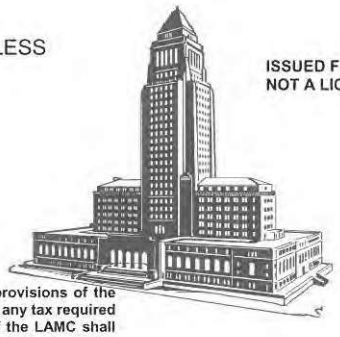
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX ISSUED: 11/28/2015

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000687852-0001-6	LGR2	GR2-Ord 183419	1/1/2015	ACTIVE

ISSUED TO

PEOPLE ASSISTING THE HOMELESS
340 N MADISON AVE
LOS ANGELES CA 90004-3504

340 N MADISON AVE
LOS ANGELES CA 90004-3504



**ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION**

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

ISSUED BY:
Antoinette D. Christandl
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200
FORM 2000 (Rev. 11/15) IMPORTANT - READ REVERSE SIDE

Dear Business Owner:

RE: **Issuance of New Business Tax Registration Certificate (BTRC)**

This notification is provided to advise you of the implementation of City of Los Angeles Ordinance #183419 which, in part, consolidates certain business classifications to simplify tax compliance. The ordinance consolidates Los Angeles Municipal Code Section 21.42 into Section 21.41 and consolidates Sections 21.44 and 21.45 into Section 21.43.

If your business activity was previously classified under Section 21.41 or Section 21.42, the above BTRC reflects the new consolidated classification LGR1. If your business activity was previously classified under Sections 21.43, 21.44 or 21.45, the above BTRC reflects the new consolidated classification LGR2. For more information, please visit our website at finance.lacity.org.

Sincerely,

Office of Finance

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

MAKING IT HOME
340 North Madison Ave.
Los Angeles, CA 90004
Tel. (323) 644-2200
Fax (323) 297-1942
www.epath.org

June 14, 2016

Los Angeles Homeless Services Authority
811 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Re: Letter of Representation

To Whom It May Concern:

This letter serves as official notice that PATH (People Assisting The Homeless) has no pending litigation or other significant issues that may threaten the financial viability of our organization.

Sincerely,

Joel John Roberts
Chief Executive Officer
PATH

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) PATH (People Assisting The Homeless)		*BTRC (or n/a)* attached
By (Authorized Signature)		
Print Name and Title of Person Signing Joel John Roberts, CEO		
Date Executed 6/16/16	*City Approval (Signature)*	*(Print Name)*

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		*BTRC (or n/a)*
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	*City Approval (Signature)*	*(Print Name)*

Exhibit B, Attachment 17
Certification Regarding Compliance with the Americans with Disabilities Act
(Contractor, please provide based on Funding Source)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Certification Regarding Compliance With Americans With Disabilities Act

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

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

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

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

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

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

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

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

Contractor:

Jennifer Hark Dietz, Chief Executive Officer
Name and Title

04/11/22
DATE

NAME & TITLE OF AUTHORIZED ADA COMPLIANCE REPRESENTATIVE:

LaKeishia Childers
NAME

Chief Compliance and Administrative Officer Executive
TITLE

Exhibit B, Attachment 18
Contractor's Match Documentation
(Contractor, please provide if applicable based on Funding Source)

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

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

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

SECOND AMENDED AND RESTATED BYLAWS
OF
PATH

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SECOND AMENDED AND RESTATED BYLAWS
OF
PATH

A CALIFORNIA NONPROFIT
PUBLIC BENEFIT CORPORATION

(Effective as of January 21, 2016)

ARTICLE I.

OFFICES

Section 1. **PRINCIPAL EXECUTIVE OFFICE.** The principal executive office of the corporation is hereby fixed and located at 340 N. Madison Ave., Los Angeles, California 90004. The Board of Directors (the "Board") is hereby granted full power and authority to change said principal executive office from one location to another.

Section 2. **OTHER OFFICES.** Branch or subordinate offices may at any time be established by the Board at any place or places.

ARTICLE II.

PURPOSES

Section 1. **PURPOSES.** The purposes of this corporation are to develop and provide housing and/or support services for families and single persons who are homeless or at risk of becoming homeless.

Section 2. **MISSION AND PROGRAM VALUES**. The overall mission shall be to promote opportunity, self-sufficiency and dignity for low-income and homeless people by empowering them with the tools for self-sufficiency, and to strive to end homelessness for individuals, families and communities.

Program values include:

(a) Dignity
(b) Empowerment
(c) Innovation
(d) Integrity
(e) Collaboration
(f) Excellence

ARTICLE III.

DIRECTORS

Section 1. POWERS. Subject to any limitations in the California Nonprofit Corporation Law (the "Nonprofit Law"), or any other applicable laws, and subject to the limitations of the Articles of Incorporation or bylaws, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation to the Executive/Finance Committee and to the CEO, provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without limiting the foregoing, the Board shall undertake strategic planning, election of Directors and officers, and the hiring and annual review of the CEO.

Section 2. NUMBER OF DIRECTORS. The authorized number of Directors of the corporation shall be not less than eleven (11), nor more than thirty (30), with the exact number within these limits to be determined by resolution of the Board, or until changed by a Bylaw duly adopted by the Directors amending this Article III, Section 2. At the time of adoption of these Second Restated and Amended Bylaws, the authorized number of Directors was twenty eight (28).

Section 3. LIMITATION ON INTERESTED PERSONS AS DIRECTORS. At no time shall more than forty-nine percent (49%) of the persons serving on the Board be an "interested person". An interested person is (i) any person being compensated, directly or indirectly, by this corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a Director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister–in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the corporation.

Section 4. ELECTION AND TERMS OF OFFICE.

(a) Election and Terms of Directors. At the time of adoption of these Second Amended and Restated Bylaws, the terms of office of all Directors shall be extended to June 30, 2019. Thereafter, all terms of office of Directors will be four years commencing on July 1 after the date scheduled for the Annual Meeting and ending on June 30 four years later. At the Annual Meeting held in 2019, and every four years thereafter, the Board shall elect Directors to fill the directorships whose terms expire on June 30 of that year. If any such Annual Meeting is not held, or the Directors are not elected at such Annual Meeting, the Directors may be elected at any special meeting of the Directors held for that purpose.

(b) Geographic Representation. At all times the Board shall consist of at least one Director from each of the areas outside of Los Angeles County where PATH has established substantial operations and at least one person who formerly was homeless.

(c) Emeritus/Advisory Members – The Board may appoint any number of non-voting Emeritus members, selected for their contributions to PATH over the years, and/or non-voting Advisory members who have special expertise of value to the Corporation. All of these members shall be invited to attend all PATH Board and Committee meetings and contribute to the discussion, but not vote.

Section 5. RESIGNATION AND REMOVAL OF DIRECTORS.

(a) Resignation. Any Director may resign by giving written notice to a Chairperson, a Secretary or the Board. The resignation shall be effective upon delivery or upon the date specified in the notice. Except upon notice to the Attorney General of California, no Director may resign where the corporation would then be left without a duly elected Director.

(b) Removal. Any Director may be removed without cause by a majority vote of the Directors then in office. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of a court, or been found by a final order or judgment of any court to have breached any duty under Article 3 et. seq. of the Nonprofit Law.

(c) Reduction of Authorized Number of Directors. A reduction of the number of authorized Directors shall be effective only upon the expiration of the then-current Directors' terms of office or upon the occurrence of any other vacancy in the Board, unless the reduction or the amendment also provides for the removal of one or more specified Directors.

(d) VACANCIES.

(a) Definition. Vacancy, when used with respect to the Board, means any authorized position of Director which is not then filled, whether the vacancy is caused by death, resignation, removal or increase in the number of authorized Directors.

(b) Filling of Vacancies. Vacancies in the Board, including a vacancy created by the removal of a Director, may be filled upon a recommendation from the Nominations Committee, by the approval of the remaining Directors, or if the number of Directors then in office is less than a quorum, by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with Corporations Code Section 5211, or (iii) a sole remaining Director. If vacancies are created by an increase in the number of authorized Directors, the term of office of newly authorized Directors elected prior to the 2019Annual Meeting shall expire on June 30, 2019 and shall have the same opportunity to be reelected as other Directors.

Section 6. PLACE OF MEETINGS.

(a) Regular and special meetings of the Board shall be held at any place within or without the State which has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the corporation's principal executive office.

(b) Any Director may participate in a meeting, and any meeting of the Board may be held by conference telephone, video screen or other transmission, provided the requirements specified below are met. A Director who participates in a meeting by such means shall be considered present in person for that meeting.

(1) In the case of a meeting held by conference telephone or video screen, all Directors participating in the meeting are able to hear one another.

(2) In the case of other electronic transmission, each Director participating in the meeting can communicate with all other members concurrently, and each Director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose or to interpose an objection to a specific action to be taken by the Corporation.

Section 7. REGULAR MEETINGS. Regular meetings of the Board shall be held in the months of January, April, June and October of each year unless changed by the Executive/Finance Committee of the Board. The June regular meeting shall be the "Annual Meeting" of the Board for the purposes of election of Directors, appointment of officers, approval of the annual budget, and transaction of other business.

Section 8. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chairperson and any two additional members of the Executive/Finance Committee.

Section 9. NOTICE OF MEETINGS.

(a) Notices of Board meetings are valid if made by:

(i) First-class mail, postage prepaid;
(ii) Personal delivery of a written notice;
(iii) Delivery by overnight courier or private delivery service that can be and is confirmed;
(iv) Telephone, including a voice messaging system or other technology designed to record and communicate messages, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate that notice promptly to the Director;
(v) Facsimile;
(vi) E-mail; or
(vii) Other electronic means.

(b) Notice may only be provided by facsimile, e-mail or other electronic means to a Director who has given his or her consent to receive notice by such means and if a record capable of retention, retrieval and review of such notice is recorded. All notices of Board meetings shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the Corporation's records.

(c) If notice is delivered personally or given by telephone or other electronic means, it shall be given or delivered (i) at least twelve (12) days prior to an Annual Meeting, (ii) at least five (5) days prior to any other regular meeting or (iii) at least four (4) days prior to a special meeting.

(d) If notice is mailed, it shall be deposited in the United States mail (i) at least fourteen (14) days prior to an Annual meeting, (ii) at least seven (7) days prior to any other regular meeting or (iii) at least forty-eight (48) hours prior to a special meeting.

(e) A notice, or waiver of notice, need not specify the purpose of the meeting. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meetings.

Section 10. ACTION WITHOUT MEETING.

(a) Any action required or permitted to be taken by the Board by law, according to the Articles of Incorporation, or according to these bylaws, may be taken without a meeting if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such Directors. Notwithstanding, the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested person" as defined in Article III, Section 3 of these bylaws shall not be required for approval of that transaction.

(b) Written consent may be made by the means set forth below in this Subsection only if the Corporation:

(1) Has placed in effect reasonable measures to verify that the sender is the Director purporting to send the transmission;

(2) The transmission creates a record that is capable of retention, retrieval, and review that may thereafter be rendered into clearly legible tangible form; and

(3) All such transmissions are made pursuant to the measures and means below:

(A) Facsimile telecommunication or e-mail, when such transmission is directed to the facsimile number or e-mail address, respectively, that the Corporation has provided from time-to-time to Directors for sending communications to the Corporation; or

(B) Posting on an electronic message board or network that the Corporation has designated for those communications, and which transmission shall be validly delivered upon the posting.

Section 11. ACTION AT MEETING: QUORUM AND REQUIRED VOTE.
Presence of forty percent (40%) of the Directors then in office at a meeting of the Board

constitutes a quorum for the transaction of business, except as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number, or the same number after disqualifying one or more Directors from voting, is required by law, the Articles of Incorporation, or these bylaws including, as required by the Nonprofit Law: (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of Directors.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of one or more Directors, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 12. WAIVER OF NOTICE. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call or notice, if a quorum be present, and if (a) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding such meeting or an approval of the minutes thereof and (b) none of the Directors present protests the lack of proper notice prior to the meeting or at its commencement. A waiver of notice need not specify the purpose of any meeting of the Board. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 13. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty four (24) hours, notice of the adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who are not present at the time of the adjournment.

ARTICLE IV.

OFFICERS

Section 1. OFFICERS.

(a) The elected officers of the corporation shall be a:

(1) Chairperson of the Board;

(2) Vice Chairperson of the Board

(3) Secretary; and

(4) Treasurer

(each an "Elected Officer"). Notwithstanding, at the discretion of the Board, any office listed above may be jointly filled by two persons who each shall be a Co-Chairperson of the Board, Co-Vice Chairperson of the Board, Co-Secretary or Co-Treasurer (each, a "Co-Officer"), as the case may be. Reference to an officer in the bylaws shall be read as reference to the respective

Co-Officer whenever there are Co-Officers; provided, however that whenever there are Co-Officers, the duties of the office as set forth below may be allocated among them as determined by the Board or, if the Board has not so determined, by the officers sharing the office.

(b) In addition to the Elected Officers, the corporation may have a Chief Executive Officer (the "CEO"), a Chief Financial Officer (the "CFO"), and a Executive Director (the "ED") each of whom will be staff to, but not members of the Board.

Section 2. TERM OF OFFICE AND ELECTIONS. The Elected Officers, and such officers as may be elected or appointed in accordance with Section 3 of this Article, shall be elected by the Board at each Annual Meeting at which the term of office of such Elected Officer is to expire. Each Elected Officer shall hold his or her office for an initial term of two (2) years and may be re-elected to any number of additional one (1) year terms.

Section 3. SUBORDINATE OFFICERS. The Board may appoint or may authorize the Chairperson or another officer to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the Board may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights of any officer under an employment contract, the Board may remove any officer with or without cause. A subordinate officer who was not elected by the Board may be removed by any other officer upon whom the Board confers the power of removal.

Any officer may resign at any time by giving written notice to the Board, to the Chairperson or to the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. The Board shall appoint a new officer to fill a vacancy in any office because of death, resignation, removal, disqualification or any other cause.

Section 6. CHAIRPERSON OF THE BOARD. The Chairperson of the Board shall, if present, preside at all meetings of the Board, and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board or prescribed by the bylaws. The Chairperson of the Board may be referred to as the Chairperson, the Chair or the President.

Section 7. VICE CHAIRPERSON. In the absence or disability of the Chairperson, the Vice Chairperson, or if there are Co-Vice Chairpersons, the Vice Chairperson designated by the Board, shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to, all the restrictions upon, the Chairperson. The Vice Chairperson shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or by the bylaws. The Vice Chairperson of the Board may be referred to as the Vice Chairperson, the Vice Chair or Vice President.

Section 8. **SECRETARY.** The Secretary shall:

(a) Certify and keep, or cause to be kept, at the principal office of the Corporation the original, or a copy, of the Articles of Incorporation and of these bylaws, as amended or otherwise altered to date;

(b) Keep, or cause to be kept, at the principal office of the Corporation or at such other place as the Board may direct, a book of minutes of all meetings, proceedings and actions of the Board and of committees of the Board;

(c) See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;

(d) Be custodian of the records and of the seal of the Corporation, if there is a seal, and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these bylaws and by the Board;

(e) Exhibit or cause to be exhibited at all reasonable times to any Director of the Corporation, or to his or her agent or attorney, on request therefor, these bylaws as amended to date, the Articles of Incorporation as amended to date, the minutes of the proceedings of the Board and committees of the Board, and the Corporation's applications for tax exemption; and

(f) In general, perform all duties incident to the office of Secretary and such other duties as may be required by the Nonprofit Corporation Law, by the Articles of Incorporation of this Corporation, or by these bylaws, or which may be assigned to him or her from time to time by the Board.

Section 9. **TREASURER.** The Treasurer shall:

(a) Keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(b) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by the Nonprofit Corporation Law, by the Articles of Incorporation of the Corporation, or by these bylaws, or which may be assigned to him or her from time to time by the Board;

(c) Provide, or cause to be provided, to the public, all filings required to be disclosed and made generally available to the public in the form or forms required by the Internal Revenue Service and all other tax regulation and charitable solicitation regulation authorities, or by statute.

Section 10. **CHIEF EXECUTIVE OFFICER.** The Corporation shall have a Chief Executive Officer, who is not a member of the Board, who shall, subject to the supervision and control of the Board, be the general manager of the Corporation and who will supervise, direct and control the corporation's day-to-day activities, affairs and employees . The Chief Executive Officer shall have the authority to hire, set the compensation of, and terminate all staff, including

the Executive Director and the Chief Financial Officer. The Chief Executive Officer shall also have the authority to enter new or amended agreements with program funders and to execute any and all other documents required to conduct the daily business of the Corporation and to perform such other duties as may be delegated to him or her by the Board, the Executive/Finance Committee of the Board, these bylaws or the bylaws or governing board of any PATH Affiliate.

Section 11. CHIEF FINANCIAL OFFICER. The Board further authorizes the CEO to select and appoint a Chief Financial Officer who shall:

(a) Keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions in accordance with applicable Generally Accepted Accounting Principles;

(b) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, and (ii) disburse, or cause to be disbursed, the Corporation's funds as the Board may order;

(c) Send, or cause to be given, to the Directors and CEO such financial statements and reports as are required to be given by law, by these bylaws, or by the Board;

(d) Exhibit at all reasonable times to any Director, or to his or her agent or attorney, on request therefor, the books of account of the Corporation;

(e) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, and (ii) disburse, or cause to be disbursed, the Corporation's funds as the Board may order;

(f) Render to the Chairperson, Directors and CEO, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer, and of the financial condition of the Corporation;

(g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports;

(h) Provide, or cause to be provided, to the public, all filings required to be disclosed and made generally available to the public in the form or forms required by the Internal Revenue Service and all other tax regulation and charitable solicitation regulation authorities, or by statute; and

(i) In general, perform all duties incident to the office of Chief Financial Officer and such other duties as may be required by the Nonprofit Corporation Law, by the Articles of Incorporation of the Corporation, or by these bylaws, or which may be assigned to him or her from time to time by the Board.

If at any time the Corporation does not have a Chief Financial Officer, the duties set forth above shall be exercised by the CEO.

Section 12. EXECUTIVE DIRECTOR. The Board authorizes the CEO to select and appoint an Executive Director, who shall supervise, direct and control the corporation's day-to-day activities, affairs and employees, subject to the supervision and control of the Chief Executive Officer. The Executive Director shall oversee the daily operation of the corporation, represent the corporation at community meetings and to other external entities, conduct meetings with clients and funders, set performance measures for the staff and is otherwise authorized to represent the Corporation in all of its business matters and to take other such actions required to implement the programs of the corporation.

ARTICLE V.

TRANSACTIONS WITH DIRECTORS AND OFFICERS

Section 1. SELF-DEALING TRANSACTIONS. The Corporation shall not enter into any contract or transaction, directly or indirectly, with any: (i) Director of the Corporation; (ii) officer of the Corporation; (iii) any person who during the 5-year period ending on the date of the such transaction was in a position to exercise substantial influence over the affairs of the Corporation; or (v) any person who is a relative by blood or marriage of such a person or who along with such a person owns more than 35% of the voting power.

Section 2. MUTUAL DIRECTORS. The Corporation shall not enter into a contract or transaction with any other entity of which one or more of the Corporation's Directors are directors (or the equivalent) unless:

(a) The material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote or votes of the common Director or Directors, or

(b) The contract or transaction is just and reasonable to the Corporation at the time it is authorized, approved or ratified.

Section 3. REIMBURSEMENT OF EXPENSES/COMPENSATION. Directors and members of Advisory Boards shall not receive compensation for their services as Directors or members of Advisory Boards. Directors and members of Special Committees or Advisory Boards shall be allowed reasonable advancement or reimbursements of allowable expenses incurred in the performance of their regular duties pursuant to procedures authorized by resolution of the Board for reimbursement of such expenses.

Section 4. LOANS. This corporation shall not lend any money or property to or guarantee the obligation of any Director or officer without the approval of the California Attorney General.

ARTICLE VI.

COMMITTEES OF THE BOARD

Section 1. STANDING COMMITTEES. The Board shall have the standing committees of the board with the duties, composition and authority, as set forth below. In addition, the Board may, at any time, the vote of a majority of the Directors then in office, appoint special committees ("Special Committees") or "Advisory Committees" that shall have the duty and composition as set forth by the Board. Committees of the board must be comprised solely of Directors. Advisory committees may include non-Directors and may not be delegated any authority of the Board.

(a) Executive/Finance Committee. There shall be an Executive/Finance Committee that shall be delegated all of the powers and authority of the Board in the management of the business and affairs of the Corporation, including entering into contracts, loans, guarantees, budget amendments, real estate transactions and any other agreements required in the execution of the Corporation's business. The Executive/Finance Committee shall be comprised of the Chairperson of the Board, the Vice Chairperson, the Secretary and the Treasurer, and such other Directors elected to the Executive Committee by the majority of Directors then in office. Co-Officers both shall serve on the Executive Committee.

(b) Audit Committee. This Corporation shall have an Audit Committee.

(1) It shall be the duty of the Audit Committee to:

(A) Recommend to the Board of Directors the retention and termination of the independent auditor:

(B) Confer with the auditor to satisfy the committee members that the financial affairs of the Corporation are in order

(C) Review and determine whether to accept the audit;

(D) Approve performance of any non-audit services to be provided by the auditing firm.

In addition, the Audit Committee may negotiate the compensation of the auditor on behalf of the Board.

(2) Notwithstanding the other provisions of this Article, the Audit Committee shall be composed of at least one Director appointed by the vote of a majority of Directors then in office. In addition, the composition of the audit committee is restricted as follows:

(A) The Treasurer and any person who receives compensation from the Corporation, including, without limiting the foregoing, any paid staff and anyone who does

business or has any financial interest in any entity that does business with the Corporation, may not serve on the Audit Committee.

(B) If the Corporation has a finance committee, its members must comprise less than 50% of the Audit Committee and the chair of the finance committee may not serve on the Audit Committee.

(C) Audit Committee members may receive no more compensation than Directors receive for their service to the Corporation as Directors.

(c) Nominations Committee. The Nominations Committee will nominate to the Board appropriate candidates to fill vacancies on the Board, ensure that the geographic areas served by the Corporation are represented along with other externally set requirements, and ensure that all Directors remain active in the Corporation's Programs. Members of the Nominations Committee shall be Directors appointed by the board.

(d) Program Implementation Committee. The Program Implementation Committee shall consist of five (5) voting members appointed from the PATH Board and up to six (6) non-voting, non-PATH Board members, appointed by the PATH Board. The Committee is specifically delegated powers by the PATH Board to adopt program operational policies, review and modify existing policies and procedures and approve new programs..

Section 2. BOARD RESERVED POWERS. Notwithstanding any other provision of these bylaws, the following powers are reserved to the Board of Directors as a whole and may not be delegated to any committees thereof:

(a) Fix compensation of the Directors for serving on the Board of the corporation or on any Special Committee;

(b) Amend or repeal bylaws or adopt new bylaws;

(c) Amend or repeal any resolution of the Board;

(d) Create Special Committees and appoint their members;

(e) Approve the Strategic Plan:

(f) Adopt the annual budget;

(g) Select, appoint, evaluate and set the compensation of the CEO;

(h) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided by the applicable provisions of the Nonprofit Law.

Section 3. MEETING RULES FOR COMMITTEES. Meetings and actions of Special or Standing Committees shall be governed by, held, and taken under the provisions of

these bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

ARTICLE VII.

MISCELLANEOUS PROVISIONS

Section 1. **INSPECTION OF DOCUMENTS.** Each Director shall have the absolute right at any reasonable time to inspect the corporation's books, records, and documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 2. **ANNUAL REPORT.** The Board shall cause an annual report to be sent to the Directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

(d) The corporation's expenses or disbursements for both general and restricted purposes;

(e) Any information required by Section 3 of this Article; and

(f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 3. **STATEMENT OF CERTAIN TRANSACTIONS.** As part of the annual report or as a separate document if no annual report is issued, the corporation shall, within one hundred twenty (120) days after the end of the corporation's fiscal year, annually prepare and mail, deliver or otherwise furnish to each Director a statement of transactions between the corporation and "interested parties" and a statement of indemnifications as required by Corporations Code Section 6322.

Section 4. **EXECUTION OF INSTRUMENTS.** Except as otherwise provided in these bylaws or by resolution of the Board or Executive Committee, the CEO or the Executive

Director will have authority to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

ARTICLE VIII.

INDEMNIFICATION

Section 1. DEFINTIONS. For purposes of this Section, the following terms shall have the meanings ascribed:

(a) "Agent" means any person who is or was a Director, officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a Director, office employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this Corporation or of another enterprise at the request of the predecessor corporation;

(b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

(c) "Expenses" includes, without limitation, all attorney fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 2. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.

(a) Subject to the required findings to be made pursuant to Section 3 of this Article, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, other than an action brought by, or on behalf of, this Corporation, or by an officer, Director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of section 5233 of the Nonprofit Law (as set forth in Article V, Section 1) or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this Corporation.

(b) This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of this Corporation by reason of the fact that the person is or was an agent of this Corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(1) The determination of good faith conduct required by Section 3 must be made in the manner provided for in that Section; and

(2) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

(c) Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise. This Section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of a pension, deferred compensation, savings, thrift, or other retirement, incentive, or benefit plan, trust, or provision for any or all of the Corporation's Directors, officers, employees, and persons providing services to the Corporation or any of its subsidiary or related or affiliated corporations, in that person's capacity as such, even though that person may also be an agent of the Corporation as defined in bylaws. Nothing contained in this Section shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

Section 3. CONDITIONS. The indemnification granted to an agent in Section 2 of this Article is conditioned on the following:

(a) The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful; and

(b) The determination that the agent did act in a manner complying with Subsection 3(a), above, shall be made by:

(1) The Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(2) The court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not this Corporation opposes the application by the agent, attorney, or other person.

Section 4. ADVANCE OF EXPENSES.

(a) Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article. However, no indemnification or advance shall be made under this Section, in any circumstance when it appears:

(1) That the indemnification or advance would be inconsistent with a provision of the Articles or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(b) To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 2 and 3 of this Article shall determine whether the agent is entitled to indemnification.

(c) If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

Section 5. **INSURANCE.** The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Nonprofit Law.

ARTICLE IX.

EMERGENCY POWERS

Section 1. **AUTHORITY.** The emergency bylaw provisions of this section are adopted in accordance with Section 5151(g) of the Nonprofit Law. Notwithstanding anything to the contrary herein, this section applies solely during an Emergency, which is the limited period of time during which a quorum cannot be readily convened for action as a result of the following events or circumstances until the event or circumstance has subsided or ended and a quorum can be readily convened in accordance with the notice and quorum requirements in Sections 10 and 12 of Article III of these bylaws:

(a) A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or regardless of cause, any fire, flood, or explosion;

(b) An attack on this state or nation by an enemy of the United States of America, or on receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent;

(c) An act of terrorism or other manmade disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government function, or population, including, but not limited to, mass evacuations; or

(d) A state of emergency proclaimed by the governor of the state in which one or more Directors are resident, or by the President of the United States.

Section 2. **EMERGENCY PROCEEDINGS.** During an emergency, the Board may:

(a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency;

(b) Relocate the principal office or authorize the officers to do so;

(c) Give notice to a Director or Directors in any practicable manner under the circumstances, including, but not limited to, by publication and radio, when notice of a meeting of the Board cannot be given to that Director or Directors in the manner prescribed by Article III, Section 2 of these bylaws; and

(d) Deem that one or more officers present at a Board meeting is a Director, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

ARTICLE X.

CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Nonprofit Law shall govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the corporation and a natural person.

ARTICLE XI.

AMENDMENTS TO BYLAWS AND ARTICLES

These bylaws may be adopted, amended or repealed by a vote of not less than two-thirds (2/3) of the authorized Directors. Any amendment of the Articles of Incorporation shall be by a vote of not less than two-thirds of the authorized Directors.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the duly elected and acting Secretary of PATH, a California Nonprofit Public Benefit Corporation, and the foregoing Second Amended and Restated Bylaws consisting of eighteen (18) pages are the bylaws of this Corporation as adopted by the Board on October __, 2015.

Laura Diamond

_____

_____

Secretary

Exhibit B, Attachment 21
Contractor Responsibility Ordinance
(Contractor, please provide if applicable based on Funding Source and if applicable to your Agreement)

Pledge
(https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF) **Questionnaire for Service**
https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf;
Questionnaire for construction
https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

PATH - 340 N. Madison Ave., Los Angeles CA 90004 (323)-644-2200

Company Name, Address and Phone Number



11/2/2022

Signature of Officer or Authorized Representative — Date

La Keishia Childers, Chief Compliance & Administration Officer

Print Name and Title of Officer or Authorized Representative

Awarding City Department — Contract Number

Exhibit B, Attachment 22
Certification Regarding Notice of Prohibition Against Retaliation
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Rev. 10/09

ATTACHMENT 22
CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION

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

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

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

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

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

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

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

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

Rev. 08/08

AGREEMENT NUMBER:

CONTRACTOR/BORROWER/AGENCY

Jennifer Hark Dietz, Chief Executive Officer
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

04/11/22
DATE

Exhibit B, Attachment 23
Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures
Application for First Source Hiring Ordinance
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

City of Los Angeles
Office of Contract Compliance
First Source Hiring Ordinance (FSHO)

First Source Hiring Ordinance (FSHO):

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds $25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Bidders/Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at http://bca.lacity.org.

Contact Information

BAVN Company ID 40029 EIN/TIN: 95-3950196
Company Name: PATH
Company Address: 340 North Madison Ave
City: Los Angeles State: CA Zip: 90004
Contact Person: Jennifer Hark-Dietz Phone: 323-644-2225 Email: JenniferD@epath.org

Approximate Number of Employees in the United States: 731
Approximate Number of Employees in the City of Los Angeles: 184

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contracts must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at http://bca.lacity.org) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at http://bca.lacity.org) are described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At lease seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview of qualified individuals referred by the City's referral resources; and
3. Prior to filing any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individual referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

Exhibit B, Attachment 24
Certification of Compliance with the Slavery Disclosure Ordinance
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement_____ **Department Contact Person**_____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Jennifer Hark Dietz, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

PATH	323-644-2200	95-3950196	
Company Name	Phone	Federal ID #	
340 North Madison Ave	Los Angeles	California	90004
Street Address	City	State	Zip

3. Has the Company submitted the SDO Affidavit previously? ___NO __X__YES Date of prior submission: 08/24/21
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in _____(year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

   _____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

   _____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

   _____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 04/11/22 (Date) at Los Angeles (City), California (State)

Signature: [signature] Title: Chief Executive Officer

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Exhibit B, Attachment 25
COVID-19 Vaccination Certification of Compliance
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Attachment 25

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Sarah Kolish, on behalf of PATH, (the "Contractor"), certify that on County Contract County of LA funded contracts - various [ENTER CONTRACT NUMBER AND NAME]:

[ ] All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

[X] Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

Brianna Lopez, Michael Nguyen, Oscar Hernandez, Ebony Trujillo, Marissa Bowman, Tyquaise Monette, Denice Lopez, Thibaut Dupuis, Brittaney Thomas, Jayda Nettles, Lauren Benjamin, Kimberly Broughton, Mena Santos, Mary Quinones, Toni Upchurch, Marisol Lopez-Miguel, Hector Reta Burgos, Lilybeth Real, Uche Omuson, Tierra Clay, Falisha Washington, Jerika Martinez.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

05/10/2022
Date

Chief Operating Officer
Title

PATH
Company/Contractor Name

Exhibit C
Program Budget and Services
(on next page)
Appendix 1 – Advance Payments

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Subaward - 2022-2023: PATH-BHRIH-Adults-SPA4 (Highland Gardens)

EGMS ID	Status	Grant ID	Budget Period
AD-BH-RIH-022-01	Submitted for Approval	GT-BH-RIH-022	11/14/2022 - 6/30/2023

Overview

Subaward Information

Subaward Title 2022-2023: PATH-BHRIH-Adults-SPA4 (Highland Gardens)	Subaward Type Initial	Version 1
Grant Period Start Date 07/01/2022	Grant Period End Date 06/30/2024	Grant Abbreviation BH-RIH
Budget Period Start Date 11/14/2022	Budget Period End Date 06/30/2023	Program Code 216
Operational Term Start Date 11/14/2022	Operational Term End Date 06/30/2023	Program Name Roadmap Interim Housing (Bridge)
Population Adult - Men & Women	Service Planning Area (SPA) SPA 4	Allocation/Reference ID

Subrecipient Information

Subrecipient Organization PATH	Unique Entity ID (UEI) J8T8GCB291E9	EIN 953950196
SAM Expiration Date		

03/03/2023

Sites

Site Name	Address	City	State	Zip Code	Service Planning Area	State Assembly District	Supervisorial District	US Congressional District	LA City Council District	Census Tract
PATH Madison	340 North Madison Ave.	Los Angeles	CA	90004	SPA 4	53rd Assembly District	Second	34th Congressional District	Council District 13	1927.00

Contacts

Authority/Role	Name	Email	Authorized Organization Representative?
Other;	Latoya Ballard	pathgrantmanagement@epath.org	true
Data (e.g. HMIS); Other;	Sam Matonik	samm@epath.org	false
Program Officer;	Tiffany Shirley	tiffanys@epath.org	false
Other;	Andrea Carter	andreac@epath.org	false
Authorized Signatory; Chief Program Officer;	Tescia Uribe	tesciau@epath.org	false
Authorized Signatory;	La Keishia Childers	lakeishiac@epath.org	false
Fiscal Officer;	Yesica Leiva	yesical@epath.org	false

Special Issues, Conditions, and Waivers

EGMS ID: TC-11811
Title: bed information
Source: Subaward
Type: Program - Special Issue and Condition
Created Date: 10/28/2022 4:27 PM
Effective From: 11/14/2022
Effective To: 06/30/2023

EGMS ID: TC-11812
Title: reimbursement information
Source: Subaward
Type: Program - Special Issue and Condition
Created Date: 10/28/2022 4:32 PM
Effective From: 11/14/2022
Effective To: 06/30/2023

EGMS ID: TC-11814
Title: Allocation and Site Information
Source: Subaward
Type: Program - Special Issue and Condition
Created Date: 10/28/2022 4:53 PM
Effective From: 11/14/2022
Effective To: 06/30/2023

Budget

Budget Period Details

Awarded Amount	Budgeted Amount	Plan to bill indirect costs to LAHSA?
$6,059,350.00	$6,059,350.00	
Negotiated Indirect Cost Rate	**Budget Redirection Threshold**	**Estimated Program Income**
	10.00%	$0.00

Funding Accounts

EGMS ID: FA-NGO-236
Title: CD 4 - Highland Gardens IH Operations Fa
Grantor: City of LA
Funding Source: City General Fund
Strategy:
Program:
SPA:
Population:
CFDA Number:
FAIN:
Subrecipient Admin Rate %: 10
Subrecipient Indirect Cost Rate %: 0
Start Date: 11/01/2022
End Date: 10/31/2025

Allowable Advance %: 25.00
Available Balance: $0
Subaward Allocation: $2,111,150.00
Total Budgeted Amount: $2,111,150.00
Status: Funded

EGMS ID: FA-NGO-237
Title: CD 4 - Highland Gardens IH Operations HHAP FA
Grantor: City of LA
Funding Source: City HHAP
Strategy:
Program:
SPA:
Population:
CFDA Number:
FAIN:
Subrecipient Admin Rate %: 7
Subrecipient Indirect Cost Rate %: 0
Start Date: 11/01/2022
End Date: 10/31/2025
Allowable Advance %: 25.00
Available Balance: $0
Subaward Allocation: $10,000.00
Total Budgeted Amount: $10,000.00

Status: Funded

EGMS ID: FA-NGO-235
Title: CD 4 - Highland Gardens IH Leasing FA
Grantor: City of LA
Funding Source: City General Fund
Strategy:
Program:
SPA:
Population:
CFDA Number:
FAIN:
Subrecipient Admin Rate %: 10
Subrecipient Indirect Cost Rate %: 0
Start Date: 11/01/2022
End Date: 10/31/2025
Allowable Advance %: 25.00
Available Balance: $0
Subaward Allocation: $3,938,200.00
Total Budgeted Amount: $3,938,200.00
Status: Funded

Subaward Budget

Budget Category	Budget Category	Funding Account EGMS ID	Direct Costs
: -- City of LA/ City General Fund/ / Exp.10/31/2025	26 : Start-up FF&E	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	26 : Start-up FF&E	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	26 : Start-up FF&E	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	27 : Start-up Operations	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	27 : Start-up Operations	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	27 : Start-up Operations	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	28 : Acquisition	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	28 : Acquisition	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	28 : Acquisition	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	29 : Rehabilitation	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	29 : Rehabilitation	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	29 : Rehabilitation	FA-NGO-237	$0.00

: -- City of LA/ City General Fund/ / Exp.10/31/2025	30 : New Construction	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	30 : New Construction	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	30 : New Construction	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	31 : Leasing	FA-NGO-235	$3,938,200.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	31 : Leasing	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	31 : Leasing	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	32 : Rental Assistance	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	32 : Rental Assistance	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	32 : Rental Assistance	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	33 : Supportive Services/Financial Services (Non-Personnel)	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	33 : Supportive Services/Financial Services (Non-Personnel)	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	33 : Supportive Services/Financial Services (Non-Personnel)	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ /			

Exp.10/31/2025	34 : Supportive Services/Financial Services (Personnel)	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	34 : Supportive Services/Financial Services (Personnel)	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	34 : Supportive Services/Financial Services (Personnel)	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	35 : Financial Assistance	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	35 : Financial Assistance	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	35 : Financial Assistance	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	36 : Motel/Hotel Vouchers	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	36 : Motel/Hotel Vouchers	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	36 : Motel/Hotel Vouchers	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	37 : Operating Costs (Non-Personnel)	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	37 : Operating Costs (Non-Personnel)	FA-NGO-236	$714,810.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	37 : Operating Costs (Non-Personnel)	FA-NGO-237	$9,300.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	38 : Operating Costs (Personnel)	FA-NGO-235	$0.00

: -- City of LA/ City General Fund/ / Exp.10/31/2025	38 : Operating Costs (Personnel)	FA-NGO-236	$1,185,225.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	38 : Operating Costs (Personnel)	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	39 : Relocation Costs	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	39 : Relocation Costs	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	39 : Relocation Costs	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	40 : Admin	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	40 : Admin	FA-NGO-236	$211,115.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	40 : Admin	FA-NGO-237	$700.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	42 : Indirect Cost	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	42 : Indirect Cost	FA-NGO-236	$0.00
: -- City of LA/ City HHAP/ / Exp.10/31/2025	42 : Indirect Cost	FA-NGO-237	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	43 : HMIS	FA-NGO-235	$0.00
: -- City of LA/ City General Fund/ / Exp.10/31/2025	43 : HMIS	FA-NGO-236	$0.00

: -- City of LA/ City HHAP/ / Exp.10/31/2025	43 : HMIS	FA-NGO-237	$0.00
Grand Total			$6,059,350.00

Performance

Related Key Performance Indicators (KPIs)

EGMS ID	Title	Measure	Unit of Measurement	Target	Actual
KPI-0045	Average Nightly Bed Utilization Rate	Refer HMIS Report: [HSNG-104] Monthly Housing Report; [HSNG-108] Housing Census	Percentage (%)	95	0
KPI-0055	Exits to Permanent Housing Destination	Refer HMIS Report:[GNRL-220] Program Details Report Look at the Exits spreadsheet to see the destinations	Percentage (%)	40	0

Attachments

Forms: Complete Forms using the Edit icon

Form Name	Required	Applies To
Funded Position - Contact Details Form	Mandatory	Progress Report

Supporting Documents Checklist

Description	Required	Applies To	Status	Template Link	Subrecipient Document Link
Advance Certification Form	Mandatory	Advance Request	Active	View	Not Applicable

Certificate of Occupancy	Optional	Award	Active	Not Applicable	Not Applicable
Scope of Required Services (for reference)	Optional	Award	Active	View	Not Applicable
Evidence of Required Insurance, including Form CG 20 26, naming LAHSA and Funders as additional insured	Mandatory	Award	Active	Not Applicable	View
Evidence of Workers Compensation	Mandatory	Award	Active	Not Applicable	View
Insurance Requirements (for reference)	Optional	Award	Active	View	Not Applicable
Program Income Report (required if program generated income)	Optional	Budget Period Closeout	Active	Not Applicable	Not Applicable
Scope of Required Services (for reference)	Optional	Reimbursement Request	Active	View	Not Applicable
Cost Verification Forms (required if funded by ESG)	Optional	Reimbursement Request	Active	View	Not Applicable
Supporting Financial Documentation (e.g.Trial Balance, P&L, GL, etc.)	Mandatory	Reimbursement Request	Active	Not Applicable	Not Applicable
Asset Purchase Authorization Form	Optional	Reimbursement Request	Active	View	Not Applicable
Reimbursement Certification Form	Optional	Reimbursement Request	Active	View	Not Applicable

Files: Add additional files at your discretion

Title	Classification	File Extension	Description	Created Date

Subrecipient Advance, Indirect, Administration Rate Exhibit

Funding Source	Funding Agency	Funding Type	Eligible Advance (based on 12-month contract)	Indirect Cost Rate (%)	Administrative Rate (%)
Federal	Housing and Urban Development (HUD)	Continuum of Care Program (CoC)	N/A	Up to 10% of Total Direct Costs upon approval	Up to 10% of Total Direct Costs
State	The Business, Consumer Services and Housing Agency (BCSH)	CoC Homeless Housing Assistance Programs (HHAP)	17%		Up to 12% of Total Direct Costs
	Community Development (HCD)	California Emergency Solutions and Housing (CESH)	17%		Up to 12% of Total Direct Costs
County	County of Los Angeles - CEO	Measure H- Homeless Initiative (HI) Strategies	25%		Up to 12% of awarded
		General Funds (GF) (i.e., YRP, HSF, CES, WSP)	17%		Up to 10% of awarded
	Supervisorial District Funds (SD Funds)	As dictated by Supervisorial District	As dictated by Supervisorial District		Up to 10% of awarded
	Department of Public Social Services (DPSS)	Housing Support Program (HSP) Non-WtW	17%	Up to 10% of Modified Total Direct Costs	
		CalWORKs Single Allocation (SA) WtW	17%	Up to 10% of Modified Total Direct Costs	
	Department of Children and Family Services (DCFS)	Independent Living Program (ILP)	N/A	Up to 10% of Modified Total Direct Costs	
	Department of Workforce Development, Aging and Community Services (WDACS)	Adult Protective Services-Home Safe Program	N/A	Up to 12% of Modified Total Direct Costs	
	Los Angeles County Development Authority (LACDA)	Emergency Solutions Grant (ESG) Federal and State	Actual cash need upon approval	Up to 10% of Modified Total Direct Costs	
City	Los Angeles Housing + Community Investment Department (HCID)	General Funds (GF)	17%		Up to 10% of awarded
		Homeless Housing Assistance Program (HHAP)	17%	Up to 10% of Modified Total Direct Costs	
		Community Development Block Grant (CDBG)	17%	Up to 10% of Modified Total Direct Costs	
		Emergency Solutions Grant (ESG)	17%	Up to 10% of Modified Total Direct Costs	

Subrecipient Advance, Distribution, Recapture and Repayment Policy

It is the policy of LAHSA to provide advances to LAHSA Subrecipients only when essential to meet the needs of providing services outlined in their contract and during an established emergency.

Advance appropriations become available for obligation upon the signing of the contract between LAHSA and the subrecipient. Subrecipients may secure advance payment for all eligible contracts, unless directed by the funder. Each funder has specific guidelines that dictate the eligible amount available to LAHSA. As the Joint Power Authority, LAHSA has the power to distribute the max eligible advance amount as deemed necessary to subrecipient as long as it is in accordance with the funder guidelines.

Advance payments to subrecipients must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the subrecipients to perform the work of the approved program. This maximum eligible advance amount is detailed in the Exhibit B of all LAHSA contracts with subrecipients. All advances can be recouped across the full contract term and or be repaid in full by the end of the contract term unless otherwise stated by the funder. A refund check for any balance of advanced unexpended funds must be returned with 60 days of the contract expiration.

General Rules

1. LAHSA subrecipients can only request an advance within 60-days of the execution of a new or periodic renewal amended LAHSA contact with the exception of County LACDA ESG funding.
2. Advance requests in excess of 60-days, with the exception of County LACDA ESG funding, will be considered upon request, on a case-by-case basis, and upon LAHSA determination that funding is urgently needed. Repeated advance requests may affect a grantee's risk status assessment.
3. LAHSA reserves the right to suspend, deny, or limit advance payments to high-risk subrecipients that are not in compliance with reporting requirements.
4. In no case will LAHSA pass-through funds be commingled with the personal funds of, or be used for personal purposes by, any officer, employee, or agent of the grantee; nor will any of these funds be deposited in personal bank accounts for disbursement by personnel.

Subrecipient Requirements

1. The LAHSA Subrecipient has established or demonstrated to LAHSA the willingness and ability to establish written procedures that will minimize the time elapsing between the transfer of funds from LAHSA and their disbursement of the funds for services outlined in their contract.
2. The LAHSA subrecipient's financial management system meets the standards for fund control and accountability prescribed in Section .21 of OMB Circular A-110. (2 CFR §215.21).
3. Advance payments must be deposited and maintained in FDIC insured accounts. Furthermore, interest earned on advance payments deposited in interest bearing accounts must be remitted annually to the Funder in the manner prescribed by LAHSA. However, if this presents an undue hardship to the agency, they may submit a written request to LAHSA's Director of Grants Management & Comnpliance requesting a waiver of this requirement.

Exhibit D
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit E
Definitions
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit F
Funder Terms and Conditions
(on next page)

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

CITY OF LOS ANGELES TERMS AND CONDITIONS

RECITALS

WHEREAS, the City of Los Angeles (City) designated the Los Angeles City Housing and Community Investment Department ("HCIDLA") to provide for the proper planning, coordination, direction and management oversight of the City's homeless programs as described in the City's grant agreement(s) with the Grantor and certain projects funded by the City;

WHEREAS, HCID cooperates with LAHSA in carrying out certain functions and programs and executed an agreement, dated October 22, 2020, as authorized by the City Council and the Mayor (refer to Council File Number 20-0841 approved September 9, 2020 and September 18, 2020, respectively; Council File 20-0687 approved September 2, 2020 and September 9, 2020, respectively), that authorized the General Manager of HCID to prepare and execute a funding agreement as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with funding from the City of Los Angeles as specified in Exhibit C, Program Budget and Services;

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Attachment 1 - Insurance Requirements for City of Los Angeles*

***This exhibit is located at the following Internet hyperlink:** https://www.lahsa.org/contracts and incorporated herein by reference.

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to Contractor. In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California. If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

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

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

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the

party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events"). Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier. In the event Contractor's delay or failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Contractor period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the written notice of the default. City's default notice will indicate whether the default may be cured and the time default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by City, then City may terminate this Contract due to Contractor's breach of this Contract.

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

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

4. If engages in any dishonest conduct related to the performance or administration of this Contract Contractor or violates City's laws, regulations or policies relating to lobbying, including violation of the City's Lobbying Ordinance, then City may immediately terminate this Contract. See Conditions Precedent, Exhibit B.

5. Acts of Moral Turpitude

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

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

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

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

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

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

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

PSC-10. Independent Contractor

Contractor is an independent contractor and not an agent or employee of City. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City.

PSC-11. Contractor's Personnel

Unless otherwise approved by City, Contractor shall use its own employees to perform the services described in this Contract. City has the right to review and approve any personnel who are assigned to work under this Contract. Contractor shall remove personnel from performing work under this Contract if requested to do so by City. Contractor shall not use Subcontractors to assist in performance of this Contract without the prior written approval of City. If City permits the use of Subcontractors, Contractor shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. City has the right to approve Contractor's Subcontractors, and City reserves the right to request replacement of any Subcontractor. City does not have any obligation to pay Contractor Subcontractors, and nothing herein creates any privity of contract between City and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

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

PSC-16. Retention of Records, Audit and Reports

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by City. These records shall

be retained for a period of no less than three years from the later of the following: (1) final payment made by City, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized City personnel or City's representatives at any time. Contractor shall provide any reports requested by City regarding performance of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision. In lieu of retaining the records for the term as prescribed in this provision, Contractor may, upon City's written approval, submit the required information to City in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

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

PSC-18. Indemnification

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law Contractor under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of City's actual or intended use of any Work Product (as defined in PSC-21) furnished by Contractor, or its Subcontractors, under this Contract. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of City for its use in any manner City deems appropriate. Contractor hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein. Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled. For all Work Products delivered to City that are not originated or prepared by Contractor or its Subcontractors under this Contract, Contractor shall secure a grant, at no cost to City, for a non-exclusive perpetual license to use such Work Products for any City purposes. Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City. Any subcontract entered into by Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of Contractor discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

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

PSC-23. Insurance

During the term of this Contract and without limiting Contractor's obligation to indemnify, hold harmless and defend City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Attachment 1 hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (https://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

Contractor shall comply with all Insurance Contractual Requirements shown in the Agreement and Attachment 1 to these City of Los Angeles Terms & Conditions, Exhibit F. Also see Conditions Precedent, Exhibit B.

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

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

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

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

Contractor represents and certifies that:

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

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

C. Contractor shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

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

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law. Contractor understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. See Conditions Precedent, Exhibit B.

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

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

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

If applicable, Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by City. Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests

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

PSC-43. Confidentiality

All documents, information and materials provided to Contractor by City or developed by Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC – 44. <u>Disclosure of Border Wall Contracting Ordinance</u>

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

PSC – 45. <u>City's Additional Remedies</u>

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

PSC – 46. Payment Does Not Imply Acceptance of Work

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

PSC – 47. Work Not in Scope of Services

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

PSC - 48. Shelter and Housing Habitability

Contractor shall comply with the following operational and habitability standards:

A. Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state and local government for safety, sanitation, and privacy standards, as applicable. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

1. Structure and Materials. The shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.

2. Access. Contractor shall comply with §504 of the Rehabilitation Act (29. U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8; Fair Housing Act (42 U.S.C. §3601, et. Seq.), and implementing regulations at 24 C.F.R. Part 35, where applicable.

3. Space and Security. Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for their person and their belongings. Each room or space must have at least one bedroom or living/sleeping room for every two (2) persons. If there are children of opposite sex, other than very young children, they may not be required to occupy the same room or space. Should the number of program participants change during their time in the program, Contractor may relocate them to a more appropriately sized room or space in compliance with 24 C.F.R. § 578.75(c)(1)(2).

4. Interior Air Quality. Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that may threaten or harm the health of residents.

5. Water Supply. The shelter or housing structure's water supply must be free of contaminants.

6. Sanitary Facilities. Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.

7. Thermal Environment. The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.

8. Illumination and Electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.

9. Food Preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

10. Sanitary Condition. The shelter or housing structure and any equipment must be maintained in a sanitary condition.

11. Fire Safety. There must be at least one working smoke detector in each occupied unit of the sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.

B. Operational Standards Habitability Standards for Emergency Shelters, Transitional Housing and Permanent Housing in compliance with 24 C.F.R. § 578.75(b)(1)(2).

PSC - 49 <u>Inventions, Patents and Copyrights</u>

Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights,

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

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

D. Rights to Data

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

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

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

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

F. Ownership

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

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

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

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

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

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

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

G. Retained Rights/License Rights

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

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

H. Copyright

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

2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or LAHSA and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from LAHSA.

I. Patent Rights

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

J. Third-Party Intellectual Property

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

K. Warranties

1. Contractor represents and warrants that:

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

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

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

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

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

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

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

L. Intellectual Property Indemnity

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

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

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

M. Survival

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

PSC - 50 Subcontract and Procurement

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

a. Be subject to the terms and conditions set forth in this Agreement. LAHSA may require incorporation of the applicable provisions in a written agreement.

b. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.

c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to LAHSA for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to LAHSA upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) and LAHSA to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include LAHSA mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

b. Responsibilities:

(1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

(a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

(b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify LAHSA and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;

ii. Develop a standard worksheet or check-list for determining responsiveness of each proposal;

iii. Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;

iv. Prepare an analysis of costs to verify allowability and to determine reasonableness;

v. Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;

vi. Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);

vii. Identify policy and process by which selection of awardee(s) will be made; and

viii. Provide an opportunity for bidders to appeal staff recommendations.

Items i-iii should be sufficiently completed before issuance of the bid package so relevant parts can be included.

(13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.

(14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.

(15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.

(16) Private for-profit entities must obtain prior written approval from LAHSA for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles, or LAHSA has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future LAHSA funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

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

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(ii) Procure or obtain, extend or renew a contract to procure or obtain;
(iii) Enter into a contract (or extend or renew a contract) to procure; or
(iv) Obtain the equipment, services, or systems.

c. Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d. Awarding of Agreement/Contract

(1) Prior to an award of a contract, LAHSA/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) LAHSA/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000.

(3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.

(4) Any or all bids may be rejected when it is in LAHSA/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If LAHSA/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If LAHSA/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f. City Code of Conduct or LAHSA Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §5045 of this Agreement.

g. Methods of Procurement

(1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.

(2) Prior to entering into any subcontract that has a value of One Thousand Dollars ($1,000) or more, the Contractor shall submit to LAHSA evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.

(a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under $10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.

(b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under $250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

Dollar Range of Purchase	Contract and Method
$10,001 to $250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over $250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

(i) All contracts must contain at a minimum the following provisions:

i. Specific deliverables and the basis for payment;

ii. Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;

iii. Provisions that describe remedies for breach;

iv. Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;

v. Provisions for termination for cause and convenience;

vi. Access to records for audit purposes;

vii. Audit requirements;

viii. Provisions for payment and delivery;

ix. Provisions describing contract amendment procedures;

x. Provisions against assignment;

xi. Provisions for equal opportunity and non-discrimination;

xii. Provisions prohibiting conflicts of interest.

(g) Competition

(1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;
(ii) Requiring unnecessary experience and excessive bonding;

(iii) Noncompetitive pricing practices between firms or between affiliated companies;

(iv) Noncompetitive contracts to consultants that are on retainer contracts;

(v) Organizational conflicts of interest;

(vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

(2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

LAHSA and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

Exhibit F, City of Los Angeles Terms & Conditions
Attachment 1
Insurance Requirements for City of Los Angeles
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)
TERMS AND CONDITIONS

WHEREAS, the State of California, has established the Homeless Housing, Assistance and Prevention Program (HHAP or Program) pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety code. The Program was established to support homeless services through its Business, Consumer Services and Housing Agency (the "Agency").

WHEREAS, the Los Angeles Homeless Services Authority ("LAHSA") and the State of California's Agency executed the first HHAP Agreement number 20-HHAP-00100 ("HHAP 1"), executed between the Agency and LAHSA on April 30, 2020 for allocated funds for uses consistent with the Health and Safety Code Section 50219, subdivision (c)(1) - (8) in the Los Angeles Continuum of Care;

WHEREAS, LAHSA and the State of California's Agency executed the second HHAP Agreement number 21-HHAP-00026 ("HHAP 2"), executed between the Agency and LAHSA on August 24, 2021.

WHEREAS, LAHSA and the State of California's Agency executed the third HHAP Agreement number 22-HHAP-10029 ("HHAP 3"), executed between the Agency and LAHSA on March 8, 2022.

WHEREAS, HHAP 1, HHAP 2 and HHAP 3 will be referred to collectively as HHAP Funding.

WHEREAS, the City of Los Angeles established the Homeless Housing, Assistance and Prevention Program (HHAP), funded in the Los Angeles City Housing Department (LAHD) budget by the State of California pursuant to its HHAP Program. LAHSA and HCID entered into agreement C-135650 for the provision of homeless services with HHAP funds from the State of California as specified in Exhibit C, Program Budget and Services;

WHEREAS, the County of Los Angeles has provided HHAP funds to LAHSA via The Operating Agreement between Los Angeles County and LAHSA as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with HHAP Funding from the State of California or from the City of Los Angeles or from Los Angeles County, as specified in Exhibit C, Program Budget and Services;

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1. Compensation

All proceeds from any interest-bearing account established by LAHSA for the deposit of HHAP funds, along with any interest-bearing accounts opened by Contractor to LAHSA for the deposit of HHAP funds, must be used for HHAP-eligible activities and reported on as required.

Per Health and Safety Code Section 50200.7(g), any housing-related activities funded with HHAP funds, including but not limited to, emergency shelter (per HSC § 50220.7(3)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institution Code Section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

Contractor shall utilize the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS) to track HHAP funding projects, services, and clients served. Contractor will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP specific funding sources and project codes in HMIS).

2. Minimum Habitability Standards for Emergency Shelters, Transitional Housing, and Permanent Housing

Any building for which funds provided under this Agreement are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Emergency shelters, transitional housing and permanent housing programs that receive assistance for operations must also meet the following minimum safety, sanitation, and privacy standards:

a) Structure and Materials. There should be a Certificate of Occupancy and the shelter building or housing structure must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with funds provided under this Agreement must use Energy Star and WaterSense products and appliances.

b) Access. All facilities shall be maintained in compliance with Title II of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 et seq., its implementing regulations at 24 CFR Part 8, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) Pub. L. 110-325 and all subsequent amendments; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40; §504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and implementing regulations at 24 CFR Parts 8 and 9; the Emergency Solutions Grant shelter and housing standards found at 24 CFR Part 576.403 and the Lead-Based Paint Poisoning Prevention Act; and the Fair Housing Act, 42 U.S.C. §3601 et seq.. its implementing regulations at 24 CFR Parts 100, 103, and 104.

c) Lead-Based Paint Requirements. The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the HHAP program and all housing occupied by program participants. All HHAP sub-recipients are required to conduct a Lead-Based Paint inspection on all units receiving assistance under the rapid re-housing and homelessness prevention components if the unit was built before 1978 and a child under the age of six or a pregnant woman resides in the unit.

d) Space and security. Except where a shelter is intended for day use only, the shelter or housing structure must provide each program participant or resident with an acceptable place to sleep and adequate space and security for themselves and their belongings.

e) Interior air quality. Each room or space within the shelter or housing structure must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

f) Water supply. The shelter or housing structure's water supply must be free of contamination.

g) Sanitary facilities. Each program participant or resident in the shelter or housing structure must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

h) Thermal environment. The shelter or housing structure must have any necessary heating/cooling facilities in proper operating condition.

i) Illumination and electricity. The shelter or housing structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.

j) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

k) Sanitary conditions. The shelter or housing structure and any equipment must be maintained in a sanitary condition.

l) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter or housing structure. Where possible, smoke detectors must be located near sleeping areas. In a housing structure, to the extent practicable, smoke detectors must be located in a hallway adjacent to a bedroom. The fire alarm system must be designed for hearing-impaired residents. If a housing unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person. All public areas of the shelter or housing structure must be equipped with a sufficient number, but not less than one for each area, of a working smoke detector. Public areas include but are not limited to laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas. There must also be a second means of exiting the building in the event of fire or other emergency.

3. Property or Facility Leases

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

All leases of property or facilities procured to house a HHAP program under this Agreement must contain a provision which provides that any improvements made to the facility or property by Contractor or their subcontractor, paid for with HHAP funds, inures to the benefit of LAHSA, and LAHSA may elect, at its sole option, to remove such improvements.

It is recommended that Contractor, during lease negotiations, request the addition of a funding out clause to the lease agreement whereby the lessor agrees that if lessee's grant funding for any calendar year

decreases by $500,000 or more from the previous calendar year, the lessee may terminate the lease with 120 calendar days' written notice.

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

Contractor shall not sublease, assign, or amend in any manner leases paid for with HHAP funds without prior written LAHSA approval. Contractor shall invoice for only that portion of the lease cost that is allocated to HHAP programs. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

4. Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.52 et seq., 'Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.' LAHSA may terminate this Agreement at any time if LAHSA determines that Contractor failed to fully and accurately disclose all Contracts and Sponsorship of the National Rifle Association.

Exhibit G
LAHSA Homeless Programs Grievance Resolution Appeal Form
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit H
Letter of Intent
(N/A - Budget attached)

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit I
LAHSA Contractor's Accounting Handbook
Located at the following internet hyperlink: https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit J
Safe Surrender Baby Law
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit K
Contractor's Equal Employment Opportunity (EEO) Certification
Located at the following internet hyperlink:
https://www.lahsa.org/contracts
(Contractor, please sign)

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Contractor's EEO Certification

PATH

Contractor Name

340 North Madison Ave Los Angeles CA 90004

Address

Internal Revenue Service Employer Identification Number: *95-395019*

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Jennifer Hark-Dietz, Deputy CEO & Executive Director

Authorized Official's Printed Name and Title

Authorized Official's Signature

02/18/20

Date

Exhibit L
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit M
Participant Termination and Grievance Policies and Procedures
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit N

Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit O
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit P
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit Q
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit R
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit S
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit T
Intentionally Omitted

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit U
Housing Protections Under the
Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care ("VAWA")
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit V
Equal Access Policy
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit W
2021-22 LAHSA Facility Standards
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit X
2021-22 LAHSA Program Standards
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit Y
LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit Z
Fraud Hotline Fact Sheet
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

Exhibit AA
Fraud Hotline Poster
Located at the following internet hyperlink:
https://www.lahsa.org/contracts

Agreement Number: AD-BH-RIH-022-01

Contractor Name: PATH

FY22-23 New Contract - AD-BH-RIH-022-01-2022BHRIH023/CR-AD-PD-PP-032-02-00/PATH- Homeless Prevention Adults-SPA 8/PATH

Final Audit Report 2022-12-20

Created:	2022-12-19
By:	Lisa Thompson (lthompson@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv_pY_zjGYZOfAy6pMBGPFsXVyU_uVrRm

"FY22-23 New Contract - AD-BH-RIH-022-01-2022BHRIH023/CR-AD-PD-PP-032-02-00/PATH- Homeless Prevention Adults-SPA 8/PATH" History

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