CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 09/09/2026

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Los Angeles Housing Department

CONTACT PERSON: Lorena Sanchez PHONE: (213) 272-1440

CONTRACT NO C-201377 RAMP
C-141840 CFMS

COUNCIL FILE NO.: 23-1022-S29
23-1022-S33

ADOPTED BY COUNCIL: 04/29/2026
05/26/2026
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT ___
AMENDED & RESTATED 8
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___

CONTRACTOR NAME: Los Angeles Homeless Services Authority (LAHSA)

TERM OF CONTRACT: 11/01/2022 THROUGH: 10/31/2027

TOTAL AMOUNT: $114,410,177.38

PURPOSE OF CONTRACT:

The Eighth Amended and Restated Agreement (Amendment 12) to the Alliance contract (C-141840 CFMS/C-201377 RAMP) adds a total amount of $51,071,825.02. The total agreement compensation is $114,410,177.38

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

EIGHTH AMENDED AND RESTATED AGREEMENT
TO CONTRACT NUMBER C-141840 CFMS/C-201377 RAMP
BETWEEN
CITY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
RELATING TO THE
ALLIANCE SETTLEMENT AGREEMENT PROGRAM

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EIGHTH AMENDED AND RESTATED AGREEMENT
TO CONTRACT NUMBER C-141840 CFMS/C-201377 RAMP
BETWEEN
CITY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
RELATING TO THE
ALLIANCE SETTLEMENT AGREEMENT PROGRAM

THIS EIGHTH AMENDED AND RESTATED AGREEMENT to Contract Number C-141840 CFMS/C-201377 RAMP is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and the Los Angeles Homeless Services Authority, hereinafter referred to as the Contractor or LAHSA, with reference to the following:

RECITALS

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

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

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

WHEREAS, Contractor is a joint powers authority of the City and the County of Los Angeles established to address homelessness in the City and the County of Los Angeles.

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

WHEREAS, the projects which are the subjects of this Agreement have been established by the City as one of the above-described programs, and have been funded

in the Homeless Housing, Assistance and Prevention Program budget and the LAHD budget which have been approved by the City Council and Mayor; and

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

WHEREAS, the City and the Contractor have entered into an Agreement (C-141840 CFMS/C-201377 RAMP) whereby Contractor shall provide, or cause to be provided, certain services to the homeless population in the City of Los Angeles, said Agreement fully executed on November 8, 2022, but in effect as of November 1, 2022, (refer to Council File Number 22-0756-S2, authorized by the City Council on October 19, 2022 and approved by the Mayor on October 25, 2022), which together with all amendments thereto, shall hereinafter be referred to as the Agreement; and

WHEREAS, the City and the Contractor entered into a First Amendment to the Agreement on July 25, 2023 to increase the total by Five Million One Hundred Seventy-Five Thousand Eight Hundred Seventy-Four Dollars ($5,175,874) from Six Million Fifty-Nine Thousand Three Hundred and Fifty Dollars ($6,059,350), to Eleven Million Two Hundred Thirty-Five Thousand Two Hundred and Twenty-Four Dollars ($11,235,224) as authorized by the City Council and Mayor in Council File No. 20-0841-S34 (approved by the City Council on July 5, 2023 and Mayor on July 12, 2023, respectively), for the purposes of:

1. Adding Two Million Two Hundred Ninety-Seven Thousand Two Hundred Eighty-Four Dollars ($2,297,284) for Highland Garden leasing costs.

2. Adding Two Million Eight Hundred Seventy-Eight Thousand Five Hundred Ninety Dollars ($2,878,590) for Highland Garden Services.

3. Updating the City's and Contractor's representatives in Section §102. A. under Representatives of the Parties and Services of Notices.

4. Amending Section 202, Scope of Work and Contractor Responsibility, by adding Subsections 8 (Shelter Program Requirements, previously numbered 7) and 9 (Removal/Termination of Shelter Program Participants, previously numbered 8 under subsection B; and

5. Updating Section §301.A.1., under "Compensation", by deleting it in its entirety and replacing it with a revised version.

WHEREAS, the City and the Contractor entered into a Second Amendment to the Agreement on November 21, 2023 to increase the total by Five Hundred Twenty-One Thousand Ninety-One Dollars ($521,091) from Eleven Million Two Hundred Thirty-Five Thousand Two Hundred Twenty-Four Dollars ($11,235,224), to Eleven Million Seven Hundred Fifty-Six Thousand Three Hundred Fifteen Dollars ($11,756,315) as authorized by the City Council and Mayor in Council File No. 20-0841-S37 (approved by the City

Council on October 24, 2023 and Mayor on November 6, 2023, respectively), for the purposes of:

1. Adding Three Hundred Eighty-Four Thousand Seven Hundred Eighty-One Dollars ($384,781) for Highland Gardens leasing costs from July 1, 2023 to June 30, 2024.

2. Adding One Hundred Thirty-Six Thousand Three Hundred Ten Dollars ($136,310) for Highland Gardens services from July 1, 2023 to June 30, 2024.

3. Extending the expenditure authority for the Highland Gardens Hotel, located at 7047 Franklin Avenue, for leasing and services costs from June 30, 2023 to June 30, 2024.

4. Updating the City's and Contractor's representatives in Section §102. A. under Representatives of the Parties and Services of Notices; and

5. Updating Section §301.A.1., under "Compensation", by deleting it in its entirety and replacing it with a revised version.

WHEREAS, the City and the Contractor entered into a Third Amendment to the Agreement on May 2, 2024 to increase the total by Nine Hundred Thirty-Two Thousand Four Hundred Fifty-Nine Dollars ($932,459) from Eleven Million Seven Hundred Fifty-Six Thousand Three Hundred Fifteen Dollars ($11,756,315) to Twelve Million Six Hundred Eighty-Eight Thousand Seven Hundred Seventy-Four Dollars ($12,688,774) as authorized by the City Council and Mayor in Council File No. 20-0841-S41 (approved by the City Council on February 16, 2024 and Mayor on February 22, 2024, respectively), for the purposes of:

1. Adding $932,459 to Highland Gardens IH Operations for services of an interim housing site at the Highland Gardens Hotel, located at 7047 Franklin Avenue in Council District 4, for up to 143 beds (with double occupancy) through June 30, 2024.

2. Updating the City's and Contractor's representatives in Section §102. A. under Representatives of the Parties and Services of Notices; and

3. Updating Section §301.A.1., under "Compensation", by deleting it in its entirety and replacing it with a revised version.

WHEREAS, the City and the Contractor entered into a Fourth Amendment to the Agreement on July 24, 2024 to increase the total by Five Million Three Hundred Seventy-Three Thousand Seven Hundred Twenty-Seven Dollars ($5,373,727) from Twelve Million Six Hundred Eighty-Eight Thousand Seven Hundred Seventy-Four Dollars ($12,688,774) to Eighteen Million Sixty-Two Thousand Five Hundred One Dollars ($18,062,501) as authorized by the City Council and Mayor in Council File No. 23-1022-S3 (approved by

the City Council on June 18, 2024 and Mayor on June 18, 2024, respectively), for the purposes of:

1. Adding up to $5,373,727 to the following two new funding categories (Funding Category 1 (FC-1) Other Interim Housing Operations and Funding Category 2 (FC-2) Safe Parking) with an expenditure deadline of June 30, 2025:

    a. Adding up to $5,008,727 in FC-1 for Other Interim Housing Operations as follows:

        i. Up to $1,366,560 for the operations of the interim housing site located at 4969 Sunset Boulevard with 52 beds in Council District 13 from June 24, 2024 to June 30, 2025; and

        ii. Up to $3,642,167 for the operations of the interim housing site at the Highland Gardens Hotel, located at 7047 Franklin Avenue in Council District 4, with up to 143 beds from July 1, 2024 to June 30, 2025.

    b. Adding up to $365,000 in FC-2 for operations of the Safe Parking Program located at 7136 Darby Avenue with 25 spots in Council District 3 from July 1, 2024 to June 30, 2025; and

2. Updating Section §301.A.1., under "Compensation", by deleting it in its entirety and replacing it with a revised version.

WHEREAS, the City and the Contractor entered into a First Amended and Restated Agreement on May 8, 2025 to increase the total amount by Fifty-Six Thousand Six Hundred Thirty-Two Dollars ($56,632) from Eighteen Million Sixty-Two Thousand Five Hundred One Dollars ($18,062,501) to Eighteen Million One Hundred Nineteen Thousand One Hundred Thirty-Three Dollars ($18,119,133) as authorized by the City Council and Mayor in Council File No. 23-1022-S11 (approved by the City Council on December 13, 2024 and Mayor on December 19, 2024, respectively) Council File No. 23-1022-S13 (approved by the City Council on April 1, 2025 and Mayor on April 10, 2025 respectively) for the purposes of:

1. Subtracting $365,000 in FC-2 Safe Parking for operations of the Safe Parking Program located at 7136 Darby Avenue in Council District (CD) 3.

2. Adding $421,632 to Alliance Other Interim Housing Operations of the Tiny Home Village (TVH) located at 2377 Midvale Avenue with 33 beds in CD 5 for the following through June 30, 2025:

    a. Up to $240,240 (General City Purposes funds) for the operations of the site; and

    b. Up to $181,392 (HHAP-1 Funds) for Furniture, Fixtures and Equipment.

3. Updating the City's and Contractor's representatives in Section §102. A. under Representatives of the Parties and Services of Notices.

4. Correcting the numbering sequence in the Section 202 "Services to be Provided by the Contractor" Subsections B.6-9 and updating "Contractor Responsibilities" Subsections B.4.h-j, and "Property/Facility Sites and Property/Facility Leases" Subsection B.5.c.1;

5. Updating Section §301.A.1. under "Compensation", by deleting it in its entirety and replacing it with a revised version and Section §301.A.7 with additional language.

6. Updating the Standard Provisions Section by deleting Section 545 Disclosure of Border Wall Contracting Ordinance, Section 549 Compliance with Current Applicable Safety Protocols and Laws, Section 550 COVID-19; updating Section 526 Mandatory Provisions Pertaining to Non-Discrimination in Employment, Section 527 Child Support Assignment Orders, Section 529 Service Contractor Worker Retention Ordinance, Section 533 Slavery Disclosure Ordinance, Section 534 First Source Hiring Ordinance, Section 535 Local Business Preference Ordinance, Section 538 Contractors' Use of Criminal History for Consideration of Employment Applications, Section 543 Confidentiality; and adding Section 552 Adding Prohibition of Duplication of Benefits;

7. Adding Section 406 "Program Income and "Section 407 "Return of Program Income";

8. Updating Section 606 "Compliance with Federal and State Statutes and Regulations" Subsection A.5.c with additional terms;

9. Updating Section 607 Documentation of Expenditures;

10. Updating Section 722 HHAP Agreement Terms and Conditions;

11. Replacing Section 903 with "Suspension of Agreement";

12. Updating Section 904 "Termination of Agreement" Subsection B

13. Adding Section 906, "Merger";

14. Updating Section 907 Numbers of Pages and Attachments;

15. Updating Section 1002 "Survival of Terms and Conditions;

16. Updating the General Manager of LAHD, Chief Financial Officer of LAHSA, and City Clerk on signature page;

17. Replacing Exhibit A's Form Gen 146 with updated Form Gen 146, dated December 11, 2024 and "Instructions and Information on Complying with City Insurance Requirements" with Form 133 (Insurance Contractual Requirements);

18. Revising Exhibit G Scope of Work and Contractor Responsibility; and

19. Updating Exhibit H's Subcontract and Procurement Procedures Subsection B.1.g.(2)(e)(4) Procurement by Noncompetitive Proposals, by adding a paragraph.

WHEREAS, the City and the Contractor entered into a Second Amended and Restated Agreement on July 29, 2025 to increase the total amount by Thirteen Million Two Hundred Ninety-Four Thousand Three Hundred Fifty-Eight Dollars and Thirty-Six Cents ($13,294,358.36) from Eighteen Million One Hundred Nineteen Thousand One Hundred Thirty-Three Dollars ($18,119,133) to Thirty-One Million Four Hundred Thirteen Thousand Four Hundred Ninety-One Dollars and Thirty-Six Cents ($31,413,491.36) as authorized by the City Council and Mayor in Council File No. 23-1348 (approved by the City Council on June 3, 2025 and Mayor on June 6, 2025 respectively) and Council File No. 23-1022-S16 (approved by the City Council on July 1, 2025 and Mayor on July 2, 2025 respectively) for the purposes of:

1. Adding up to $339,820.36 to Alliance Other Interim Housing Operations for continued operations funding for the following interim housing beds through June 30, 2025:

    a. Up to $264,524.36 for Highland Gardens located at 7047 Franklin Ave with 143 beds in Council District 4; and

    b. Up to $75,296 for 4969 Sunset Ave. with 52 beds in Council District 13.

2. Adding up to $7,731,795 to Alliance Other Interim Housing Operations for the operations of the following interim housing sites from July 1, 2025 through June 30, 2026:

    a. Up to $4,645,355 for the Highland Gardens Hotel located at 7047 Franklin Ave. with 143 beds in Council District 4;

    b. Up to $1,689,220 for 4969 Sunset Blvd. with 52 beds in Council District 13; and

    c. Up to $1,397,220 for the Tiny Home Village (TVH) located at 2377 Midvale Avenue with 33 beds in Council District 5.

3. Adding up to $5,212,743 to Master Leasing for rental subsidies and related services, and administrative and operating expenses for Master Leasing sites from July 1, 2025, through June 30, 2026.

4. Adding $10,000 of HHAP-2 funds to Other Interim Housing Improvements for accessibility improvements of the interim housing located at 4969 Sunset Blvd. with 52 beds in Council District 13 through June 30, 2026.

5. Transferring $181,392 from HHAP-1 to HHAP-2 funding for Alliance Other Interim Housing Operations for Furniture, Fixtures and Equipment of the TVH located at 2377 Midvale Avenue with 33 beds in Council District 5 through June 30, 2026.

6. Updating §201, Time of Performance, to exercise the option to extend the contract by one additional year, to a new term end date of October 31, 2026, with an option to renew for up to one (1) additional one-year contract term.

7. Updating §202, Services to be Provided by the Contractor, Contractor Responsibilities" Subsections B.1.a.-b. and B.3.i-j with additional terms.

8. Updating Section 301 Compensation and Payment.

9. Updating Section 404 Return of Unexpended Funds and Closeouts by deleting Subsection 404B.

10. Updating Section 607 Compliance with Federal and State Statutes and Regulations, Subsection B.2.3. by adding additional terms.

11. Updating Exhibit A Insurance Requirements by including "Instructions and Information on Complying with City Insurance Requirements".

12. Updating Exhibit G Scope of Work; and

13. Updating Exhibit I by including the full HHAP-1 Grant Agreement and separating out the HHAP-2 Grant Agreement into a new Exhibit J.

WHEREAS, the City and the Contractor entered into a Third Amended and Restated Agreement on September 30, 2025 to increase the total amount by One Million Six Hundred Seventy-One Thousand Three Hundred Forty-Five Dollars ($1,671,345.00) from Thirty-One Million Four Hundred Thirteen Thousand Four Hundred Ninety-One Dollars and Thirty-Six Cents ($31,413,491.36) to Thirty-Three Million Eighty-Four Thousand Eight Hundred Thirty-Six Dollars and Thirty-Three Cents ($33,084,836.36) as authorized by the City Council and Mayor in Council File No. 23-1022-S19 (approved by the City Council on August 20, 2025 and Mayor on September 2, 2025 respectively) for the purposes of:

1. Adding up $1,671,345 in HHAP-4 funding for the operations of the following Transitional Aged Youth (TAY) sites in Council District 5 through June 30, 2026:

    a. Up to $1,457,820 for operations at the proposed TAY interim site located at 7253 Melrose Avenue with 60 beds through June 30, 2026;

b. $213,525 for the operations of the TAY site located at 10864 Rochester Avenue with 15 beds through June 30, 2026.

2. Updating Section 102 Notices Subsection B, Chief Executive Officer of LAHSA;

3. Updating Section 106 Definitions;

4. Updating §202, Services to be Provided by the Contractor, Contractor Responsibilities" Subsections B.3. j with additional terms;

5. Updating Section 301 Compensation and Payment;

6. Updating Section 702 Maintenance of Records;

7. Updating the Chief Executive Officer of LAHSA on signature page;

8. Updating Exhibit G Scope of Work; and

9. Including Exhibit K HHAP-4 Grant Agreement

WHEREAS, the City and the Contractor entered into a Fourth Amended and Restated Agreement on February 5, 2026 to increase the total amount by Three Hundred Eighteen Thousand Four Hundred Twenty-Two Dollars ($318,422) from Thirty-Three Million Eighty-Four Thousand Eight Hundred Thirty-Six Dollars and Thirty-Six Cents ($33,084,836.36) to Thirty-Three Million Four Hundred Three Thousand Two Hundred Fifty-Eight Dollars and Thirty-Six Cents ($33,403,258.36) as authorized by the City Council and Mayor in Council File No. 23-1022-S21 (approved by the City Council on December 10, 2025 and Mayor on December 22, 2025, respectively) for the purposes of:

1. Adding up to $318,422 of HHAP-2 funding for Alliance Other Interim Housing Operations for Furniture, Fixtures and Equipment for the interim housing site located at 7253 Melrose Avenue with 60 beds in Council District 5 through June 30, 2026;

2. Updating §202, Services to be Provided by the Contractor by adding subsection B.2.c to "Contractor Continuum of Care Responsibilities" and B.4.c.ii "Property/Facility Sites and Property/Facility Leases" with additional terms;

3. Updating Section 301 Compensation and Payment;

4. Updating Contractor's City Attorney and the City Clerk on signature page; and

5. Updating Exhibit G Scope of Work.

WHEREAS, the City and the Contractor entered into a Fifth Amended and Restated Agreement on March 18, 2026 to increase the total amount by Fourteen Million Eight Hundred Eighty-Eight Thousand Dollars ($14,888,000.00) from Thirty-Three Million Four Hundred Three Thousand Two Hundred Fifty-Eight Dollars and Thirty-Six Cents ($33,403,258.36) to Forty-Eight Million Two Hundred Ninety-One Thousand Two Hundred Fifty-Eight Dollars and Thirty-Six Cents ($48,291,258.36) as authorized by the City Council and Mayor in Council File No. 23-1022-S18 (approved by the City Council on January 28, 2026 and Mayor on February 6, 2026, respectively) for the purposes:

1. Adding up to $14,888,000 to reflect the increases for the following:

    a. Up to $13,534,000 for up to 2,000 Alliance Time Limited Subsidy (TLS) Program slots beginning March 1, 2026 through February 28, 2027; and

    b. Up to $1,354,000 for LAHSA Administration (at 10 percent of the service provider Alliance TLS Program allocated slots) beginning March 1, 2026 through February 28, 2027.

2. Including references to the updated City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) contract number, C-201377, in addition to the original (legacy) contract number, C-141840;

3. Updating Section 201 Time of Performance, to exercise the option to extend the contract by one additional year, to a new term end date of October 31, 2027;

4. Updating Section 301 Compensation and Payment;

5. Updating Exhibit A Insurance Requirements by including a revised Form Gen. 146, dated February 18, 2026; and

6. Updating Exhibit G Scope of Work.

WHEREAS, the City and the Contractor entered into a Sixth Amended and Restated Agreement on May 1, 2026 to increase the total amount by Seven Million Two Hundred Twenty-Three Thousand Six Hundred Twenty-Three Dollars ($7,223,623) from Forty-Eight Million Two Hundred Ninety-One Thousand Two Hundred Fifty-Eight Dollars and Thirty-Six Cents ($48,291,258.36) to Fifty-Five Million Five Hundred Fourteen Thousand Eight Hundred Eighty-One Dollars and Thirty-Six Cents ($55,514,881.36) as authorized by the City Council and Mayor in Council File No. 23-1022-S27 (approved by the City Council on March 13, 2026 and Mayor on March 17, 2026, respectively) and Council File No. 23-1022-S28 (approved by the City Council on March 13, 2026 and Mayor on March 27, 2026 respectively) for the purposes:

1. Adding up to $2,745,828 of GCP funding for the operations of the following sites through June 30, 2026:

a. Up to $518,336 for the Tiny Home Village (THV) located at 503 San Fernando Road with 64 beds in Council District (CD) 1;

b. Up to $542,900 for the THV located at the Van Nuys Metrolink Station, 7724 Van Nuys Boulevard, with 100 beds in CD 2; and

c. Up to $1,684,592 for the THV located at the Sun Valley Metrolink Station, 8358 San Fernando Road, with 208 beds in CD 6.

2. Adding up to $958,529 of HHAP-4 funding for Furniture, Fixtures, and Equipment for the following interim housing sites through June 30, 2026:

a. Up to $341,760 for the THV located at 503 San Fernando Road with 64 beds in Council District (CD) 1;

b. Up to $235,462 for the Van Nuys Metrolink Station, 7724 Van Nuys Boulevard, with 100 beds in CD 2; and

c. Up to $381,307 for the THV site located at the Sun Valley Metrolink Station, 8358 San Fernando Road, with 208 beds in CD 6.

3. Adding up to $3,519,266 of HHAP-4 funding for the following Alliance Time Limited Subsidies (TLS) expenses:

a. Up to $3,199,333 for Housing Operations and Management, Inc. (HOM) to provide expedited lease up and create a pool of rent reasonable units as follows:

I. Up to $2,189,173 to create a pool of rent reasonable units for the Alliance TLS Program, beginning March 1, 2026 through February 28, 2027; and

II. Up to $1,010,160 to consolidate and expedite the lease up process for the Alliance TLS Program, beginning March 1, 2026 through February 28, 2027.

b. Up to $319,933 for LAHSA Administration.

4. Updating Section 301 Compensation and Payment; and

5. Updating Exhibit G Scope of Work.

WHEREAS, the City and the Contractor entered into a Seventh Amended and Restated Agreement on June 10, 2026 to increase the total amount by Seven Million Eight Hundred Twenty-Three Thousand Four Hundred Seventy-One Dollars ($7,823,471.00) from Fifty-Five Million Five Hundred Fourteen Thousand Eight Hundred

Eighty-One Dollars and Thirty-Six Cents ($55,514,881.36) to Sixty-Three Million Three Hundred Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Thirty-Six Cents ($63,338,352.36) as authorized by the City Council and Mayor in Council File No. 23-1022-S29 (approved by the City Council on April 29, 2026 and Mayor on May 8, 2026, respectively) for the purposes of:

1. Adding up to $1,344,416 of HHAP-3 funding for the operations and Furniture, Fixtures, and Equipment (FFE) for the following new Transitional Age Youth (TAY) Interim Housing sites through June 30, 2026:

    a. Up to $1,036,784 for site located at 1933 Magnolia Avenue in CD 1 with 49 beds, and

    b. Up to $307,632 for the Project Homekey, Round 3 (Homekey 3) site located at 17445 Ventura Boulevard in CD 4 with 26 beds.

2. Adding up to $980,616.35 of HHAP-2 funding for the operations of the TAY interim housing site located at 7253 Melrose Avenue in CD 5 with 60 beds from July 1, 2026 through December 31, 2026;

3. Adding up to $5,498,438.65 of HHAP-3 funding for continued operations funding for Interim Housing TAY beds from July 1, 2026 through June 30, 2027;

4. Updating Section 102.1.B. Representatives of the Parties and Service of Notices;

5. Updating Section 301 Compensation and Method of Payment;

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

7. Updating the City's Assistant General Manager and the Contractor's Deputy Chief Financial Officer on the signature page; and

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

9. Adding a new Exhibit K, HHAP-3 Grant Agreement, and renumbering prior Exhibit K to Exhibit L, HHAP-4 Grant Agreement.

WHEREAS, the City and the Contractor are desirous of amending the Agreement in an Eighth Amended and Restated Agreement to increase the total amount by Fifty-One Million Seventy-One Thousand Eight Hundred Twenty Five Dollars and Two Cents ($51,071,825.02) from Sixty-Three Million Three Hundred Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Thirty-Six Cents ($63,338,352.36) to One Hundred Fourteen Million Four Hundred Ten Thousand One Hundred Seventy-Seven Dollars and Thirty-Eight Cents ($114,410,177.38) as authorized by the City Council and Mayor in

Council File No. 23-1022-S29 (approved by the City Council on April 29, 2026 and Mayor on May 8, 2026, respectively), Council File No. 23-1022-S33 (approved by the City Council on May 26, 2026 and Mayor on June,08, 2026, respectively) and by Controllers Instructions released by the City Administrative Officer to the City Controller in two memos dated on May 19, 2026 and June 17, 2026, for the purposes of:

1. Reallocating funding to process expenditure corrections to utilize HHAP-3 for the operations of the TAY site located at 10864 Rochester Ave. in CD 5 with 15 beds through June 30, 2026 by:

    a. Adding up to $127,807.35 in HHAP-3 funding for TAY Interim Housing; and

    b. Subtracting up to $127,807.35 in HHAP-4 funding for Master Leasing Program Youth;

2. Continuing services with expenditure authority through June 30, 2027 with funding categories and allocations as follows:

    a. Up to $4,218,577.02 for FY 2026-27 expenses in FC-1 Administration

    b. Up to $31,620,315 for FY 2026-27 expenses inFC-2 Shelter and Housing Interventions

    c. Up to $15,232,933 for FY 2026-27 expenses in FC-3 Permanent Housing Support;

3. Updating Section 301 Compensation and Payment;

4. Updating Exhibit G Scope of Work;

5. Adding Exhibit M, HHAP-6 Grant Agreement;

6. Updating Section V. Standard Provisions for City Contracts by deleting Sections 501-544 and adding Exhibit N, Standard Provisions for City Contracts (Rev. 5/26 [v.1] in lieu; and

7. Updating various sections in the Agreement for consistency and clarification of terms.

WHEREAS, PSC-4 of Exhibit A to the Agreement provides for amendments of the Agreement.

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

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

I. INTRODUCTION

§101. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

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

B. The Los Angeles Homeless Services Authority (LAHSA), a Joint Powers Authority of the City and County of Los Angeles, having its principal office at 707 Wilshire Boulevard, 10th Floor Los Angeles, CA 90017.

§102. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

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

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

   Tiena Johnson Hall, General Manager
   Los Angeles Housing Department
   1910 W. Sunset Blvd., 3rd Floor
   Los Angeles, CA 90026

   With copies to:

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

   B. The representative of the Contractor shall be:

   Janine Lim, Acting Chief Financial Officer
   Los Angeles Homeless Services Authority
   707 Wilshire Blvd, 10th Floor
   Los Angeles, CA 90017
   jlim@lahsa.org

   With copies to:

Gita O'Neill, Interim Chief Executive Officer
Los Angeles Homeless Services Authority
707 Wilshire Blvd, 10th Floor
Los Angeles, CA 90017

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

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

§103. CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

A. Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents:

1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference. Insurance requirements are also described in the Standard Provisions for City Contracts, PSC-24 of Exhibit A. Exhibit B – Insurance Requirements supersedes any conflicting provisions contained in Exhibit A.

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

B. Prior to execution of this Agreement, Contractor shall provide the City with updated, current versions of the documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that any of the information provided changes.

1. A Certification of Compliance in accordance with the following ordinances listed in Exhibit A, PSC-28: Slavery Disclosure Ordinance, First Source Hiring Ordinance, Iran Contracting Act 2010, Border Wall Contractor Ordinance and Local Business Preference Ordinance, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

2. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein by reference. Contractor shall

comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.

3. A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion fully executed in accordance with Executive Orders 12549 and 12689, and 29 CFR Parts 97.35 and 98.510, and attached hereto as Exhibit D and incorporated herein by reference.

4. A Certification of Compliance Regarding Lobbying in accordance with City Directive 91-3 (July 27, 1990) attached hereto as Exhibit E and incorporated herein by reference. Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93.

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

6. Any updates and/or changes to documents previously submitted to the City including but not limited to: Contractor's Affirmative Action Plan, Contractor's Articles of Incorporation and all amendments to those Articles filed with the Secretary of State, Contractor's Bylaws, and all amendments to those Bylaws, as adopted by the Contractor's Board of Commissioners and properly attested, Resolutions of Executorial Authority or other corporate actions of the Contractor's Board of Commissioners, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, Contractor's current and valid license to do business in the City, and Internal Revenue Service taxpayer identification number.

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

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

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

§105. CONTRACTOR'S ADMINISTRATIVE AND PERSONNEL DOCUMENTS

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

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

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

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

D. Board of Commissioners' meeting minutes.

§106. DEFINITIONS

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

A "AGREEMENT" means this legally binding contract entered into between LAHD and LAHSA, together with all amendments.

B "AT RISK OF HOMELESSNESS" means:

1. An individual or family who:

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

   b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available

to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition; and

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

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

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

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

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

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

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

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

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

3. A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento

Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

C "CHRONICALLY HOMELESS" means:

1. A homeless individual who is homeless with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)), who:

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

    b. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described; and

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

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

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

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

E "COMMENCEMENT DATE" means the date Contractor (LAHSA) shall start providing housing and/or services under the Program funded herein. The commencement date of this Agreement is November 1, 2022.

F "COMPLIANCE" means that Contractor is in compliance with all terms and conditions of this Agreement including, but not limited to, maintaining documentation (or ensuring that documentation is being properly

maintained) of the eligibility of homeless persons served, submission of invoices, financial back-up documentation and program reports by required due dates, and timely submission of written corrective action plans which may be required to resolve programmatic or fiscal deficiencies identified by LAHD.

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

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

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

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

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

   c. Is likely to continue indefinitely;

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

      i. Self-care;

      ii. Receptive and expressive language;

      iii. Learning;

      iv. Mobility;

      v. Self-direction;

      vi. Capacity for independent living;

      vii. Economic self-sufficiency; and

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

2. An individual from birth to age nine, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may

be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of "developmental disability" in this section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

I "DISABILITY" means:

1. A condition that:

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

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

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

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

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

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

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

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

L "GF" means the General Funds of the City of Los Angeles for the Homeless Services and Housing Program as authorized by the City Council and approved by the Mayor.

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

N "HOMELESS" means:

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

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

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

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

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

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

    b. No subsequent residence has been identified; and

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

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

    a. Are defined as homeless under Section 387 of the Runaway Homeless and Youth Act (42 U.S.C. 5732a), Section 637 of the Head

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

Must also:

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

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

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

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

a. Has no other residence; and

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

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

housing and services to homeless individuals and families and persons at risk of homelessness.

P "HUD" means the United States Department of Housing and Urban Development. HUD may also be referred to as the Grantor in this Agreement for any program(s) funded by HUD either directly or by pass-through funds from other Grantors.

Q "INTERIM HOUSING" is a program offering immediate, temporary accommodation for individuals experiencing homelessness.

R "LAHSA" or "Contractor" means the Los Angeles Homeless Services Authority, a Joint Powers Authority created by the City and County of Los Angeles.

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM AND SERVICES TO BE PROVIDED

§201. TIME OF PERFORMANCE

a. The term of this Agreement is from **November 1, 2022** to **October 31, 2027**, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement ("Term"). Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

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

§202. SERVICES TO BE PROVIDED BY THE CONTRACTOR

A. Scope of Work

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

B. Contractor Responsibilities

The Contractor shall provide administrative oversight, management and coordination for all City-funded homeless program activities that are identified in

Exhibit G "Scope of Work" and shall subcontract to provide contractual services that are supported by the work task schedule identified in this section and Exhibit G. All work is subject to prior City approval. Failure to receive approval may result in the City withholding compensation pursuant to §301.

1. Project Description

    a. Funds are provided for the planning, oversight, administration, coordination, monitoring, and reporting on City-funded programs.

    b. The Contractor shall ensure that it and its subcontractor(s) provide, or cause to be provided, direct, housing and/or supportive services to homeless residents of the City, using funding awarded by the City by this Agreement for this purpose.

2. General Overview of Contractor Responsibilities

    a. The Contractor shall implement, operate, and carry out the project awarded funding by the City under its City General Purpose funds (and/or from other awarded funds including HHAP funds) the Action Plan as specified in the Budget Summary, Budget Detail, Expenditure Plan and Work Plan (BS/BD/EP/WP) incorporated herein by reference. Contractor shall comply with all applicable federal, State of California ("State"), County of Los Angeles ("County") and City policies, principles, ordinances, statutes, rules, regulations, orders, procedures, requirements, directives and/or informational bulletins including any new, amended, or revised policies, principles, ordinances, statutes, rules, regulations, orders, procedures, directives and/or informational bulletins that apply to the performance of this Agreement.

    b. The Contractor shall ensure that its subcontractor(s) ascertain and verify that prospective and actual recipients of services provided under this Agreement are residents of the City and that their income does not exceed any applicable federal, State, County and/or City income guidelines making them eligible for services. If multiple sources of funding are utilized for services, the strictest guidelines shall apply.

3. Contractor Continuum of Care Responsibilities

    As the current, yet suspended entity at the time of contracting designated lead agency for the coordinated service and housing delivery system known as the Los Angeles Continuum of Care (CoC), Contractor is responsible for working with, advising, and assisting local governments in the development, consolidation, and expansion of

programs for homeless individuals and families in the City and the County. Contractor will competitively solicit providers to operate programs that provide services to the homeless community such as emergency, transitional, and permanent housing, job training/placement, transportation assistance, alcohol, drug and mental health counseling, and case management services.

On June 11, 2026, the U.S. Department of Housing and Urban Development (HUD) issued a Notice of Immediate Suspension Pending Investigation to the Los Angeles Homeless Services Authority (LAHSA). On June 29, 2026, LAHSA filed a lawsuit against HUD seeking immediate injunctive relief to challenge the suspension. On July 10, 2026, LAHSA submitted a written request to HUD seeking an administrative hearing to contest the suspension. On August 13, 2026, U.S. District Judge David O. Carter granted in part LAHSA's motion for a preliminary injunction, ordering specified relief pending further proceedings in the litigation. The preliminary injunction is effective through October 27, 2026.

Contractor will competitively solicit providers to operate programs that provide services to the homeless community such as emergency, transitional, and permanent housing, job training/placement, transportation assistance, alcohol, drug and mental health counseling, and case management services. Contractor is also responsible for the following CoC related activities:

a. Providing reliable and accurate information, data, and technical assistance to LAHSA constituents which include program service providers, funders, public officials, the news media, and the community at large;

b. Evaluating all LAHSA programs and activities using objective standards of measurement of performance;

c. Conducting an annual count of the homeless population in the City and the County; and

d. Implementing and maintaining a HMIS for all homeless programs that receive McKinney-Vento funding from HUD.

4. Administrative Responsibilities

   a. Oversee and monitor all project activities, including those of subcontractors to which program participants are referred.

b. Safeguard and manage judiciously all funds paid to the Contractor for the project, including funds issued for payment to any subcontractor(s).

c. Implement an objective procurement system for the selection of subcontractor(s).

d. Provide project services consistent with benefiting primarily very low- and extremely low-income persons.

e. Ensure that the terms and conditions of this Agreement with the City are incorporated into all subcontractor agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to the submission of cash requests. The 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.

   Contractor shall require that its subcontractors use awarded funds exclusively for authorized purposes in compliance with all applicable federal and state statutes, regulations, and the specific terms and conditions of the prime funding agreement between the City and Contractor. Furthermore, Contractor shall require its subcontractors to submit timely financial and programmatic performance reports, maintain complete records available for audit and inspection by the City, and obtain prior written approval from the Contractor for any significant modifications to the approved budget or project scope.

f. Ensure prior to the execution of a subcontractor agreement and prior to the release of funds to a subcontractor, that the subcontractor agency has provided proper evidence of required insurance coverage(s), naming the Contractor and the City as additional insureds, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability, and workers' compensation, as required by the City, and that the Contractor has approved such coverage.

   For all Transitional Housing and/or Emergency Shelter subcontracts, the Contractor shall ensure that each of these subcontractors maintain: (i) general liability (GL) insurance coverage in an amount no less than $1 million per occurrence with an aggregate cap of $3 million at the time of this Agreement's execution or upon executing a subcontract, and (ii) GL insurance in an amount no less than $1 million per occurrence with an aggregate cap of $5 million no later than 30 days after the date this Agreement is executed. All such GL insurance policies shall name the Contractor and the City as

scheduled additional insureds on the ISO endorsement form (specifically CG 20 26), and the Contractor shall provide the City with certificates and endorsements evidencing such coverage no later than 45 days after the date this Agreement is executed. All subcontracts funded under this Agreement shall incorporate the minimum insurance requirements established by the City, which may differ based on the services provided as approved by the City. The Contractor shall require all subcontractors to acknowledge and agree that these insurance requirements are met pursuant to, and in satisfaction of, the prime funding agreement between LAHSA and the City in order to ensure maximum protection against third-party claims.

g. Request payment for a subcontractor agency(ies) only after required program and fiscal documentation of costs has been received from the agency. Contractor shall release payment to subcontractor within ten (10) business days of receipt of funds from the City.

h. Require submission to LAHD of invoices from subcontractors and other documentation for services rendered with each cash request.

i. Contractor shall (and/or shall cause any subcontractor under this Agreement) document any referrals to County services via Homeless Management Information Systems (HMIS) and shall ensure that any outreach staff funded by the City receives Contractor's required training on outreach referral options in HMIS.

j. Contractor shall (and/or shall cause any subcontractor under this Agreement) redact any Personally Identifiable Information (PII) from any documentation including but not limited to subcontractor invoices provided to the City.

5. Facility Requirements

a. Location

Contractor shall ensure that the subcontractor facility designated as the site of the project funded under this program shall be physically located within the boundaries of the City. The site shall remain as designated herein unless the City approves, in writing, relocation to a new site within the specified service area. Contractor shall use reasonable efforts to provide the City with written notice at least sixty (60) calendar days in advance of any subcontractor's intent to move or close the project site.

b. Accessibility

i. Program facilities shall be designed to accommodate customer access, core services offered to participants, customer choice and electronic connectivity.

ii. 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., and its implementing regulations at 24 CFR Parts 100, 103, and 104.

iii. City-funded (City-funded includes GF funds and/or other sources of funds/grants awarded to the City) emergency shelters and transitional housing facilities must comply with the following shelter and housing standards to ensure that said shelters and facilities are safe, sanitary, and adequately maintained:

a) Lead-Based Paint Requirements. The Lead Based Paint Poisoning Prevention Act applies to all shelters assisted under the City-funded program(s) and all housing occupied by program participants. All City-funded program 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.

b) Structure and Materials. There should be a Certificate of Occupancy and the shelter building should be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.

c) Access. The shelter must be accessible, and there should be a second means of exiting the facility in the case of emergency or fire.

d) Space and Security. Each resident should have adequate space and security for themselves and their belongings. Each resident must have an acceptable place to sleep.

e) Interior Air Quality. Each room or space within the shelter/facility must have a natural or mechanical means of ventilation. The interior air should be free of pollutants at a level that might threaten or harm the health of residents.

f) Water Supply. The shelter's water supply should be free of contamination.

g) Sanitation Facilities. Each resident should have access to sanitary facilities that are in proper operating condition. These facilities should be able to be used in privacy and be adequate for personal cleanliness and the disposal of human waste.

h) Thermal Environment. The shelter/facility must have any necessary heating/cooling facilities in proper operating condition.

i) Illumination and Electricity. The shelter/facility should have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There should be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

j) Food Preparation. Food preparation areas, if any, should contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

k) Sanitary Conditions. The shelter should be maintained in a sanitary condition.

l) Fire Safety-Sleeping Areas. There should be at least one (1) working smoke detector in each occupied unit of the shelter facility. In addition, smoke detectors should be located near sleeping areas where possible. The fire alarm system should be designed for a hearing-impaired resident.

m) Fire Safety-Common Areas. All public areas of the shelter must have at least one (1) working smoke detector.

c. Property/Facility Sites and Property/Facility Leases

i. All property/facility sites and/or property/facility leases providing services and/or shelter for program participants under this Agreement shall comply with the Contractor's Facility Standards and Program Standards. Contractor shall ensure that all program sites procured to house a City-funded program be inspected prior to its intended use with all applicable permits and necessary approvals obtained by the City and/or the County. Contractor shall further ensure that any improvement and/or repair work performed at any procured site providing services and/or shelter for program participants under this Agreement shall be in compliance with all applicable federal, State, and local laws including but not limited to any building codes applicable for the intended use of the site.

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

ii. All leases of property and/or facilities procured to house a City-funded program under this Agreement must contain a provision which allows the Contractor, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event the Contractor terminates the subcontractor's City-funded agreement, or the subcontractor abandons the lease. All property/facility sites procured to house a City funded program under this Agreement must contain a provision that the property/facility (including any improvements) remain throughout the term of this Agreement.

iii. All leases of property and/or facilities procured to house a City-funded program under this Agreement must contain a provision which provides that any improvements made to the facility or property by subcontractor, paid for with City-funded funds, inures to the benefit of the Contractor, and the Contractor may elect, at its sole option, to remove such improvements.

iv. It is recommended that the 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 one hundred twenty (120) calendar days' written notice.

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

vi. Contractor shall not sublease, assign, or amend in any manner leases paid for with City-funded funds without prior written City approval.

vii. Contractor shall invoice for only that portion of the lease cost that is allocated to City-funded programs. The Contractor is responsible for collecting any portion of the rent due to Contractor under sublease agreements with partners or other entities.

6. Project Personnel

Contractor shall designate and schedule the availability of at least one (1) full-time staff position to be responsive to this Agreement and who shall serve as the primary liaison between the Contractor and the City with respect to project administrative issues, e.g., reporting requirements, personnel changes relating to this Agreement, and payment requests.

7. Monitoring

a. Internal Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the project it operates to ensure compliance with applicable federal, State, and local requirements.

b. Subcontractor Monitoring

Contractor shall conduct periodic, objective program and fiscal monitoring reviews of all project activities run by its subcontractor(s).

i. Contractor shall conduct on-site monitoring of the subcontractor(s) in accordance with Contractor's established

monitoring policies and procedures approved by the City. Subcontractors are required to make their programs available to on-site monitoring, whether announced or unannounced, by representatives from Contractor and/or the City.

ii. Contractor shall prepare and give written monitoring reports to the subcontractor(s) that, at a 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.

iii. If a fiscal review of a subcontractor initiated by the Contractor reveals evidence of disallowed costs, Contractor shall notify the City in writing within ten (10) calendar days of such determination. If the fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify the City in writing within twenty-four (24) hours of the detection of the problem. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain customer feedback for continual improvement of project operations.

c. Customer Satisfaction

Contractor shall ensure that its subcontractor(s) conduct satisfaction surveys of participants during or when they complete or leave the program.

d. Grievance / Complaint Procedures

The Contractor shall develop a reasonable grievance / complaint resolution procedure in effect which shall outline the process and system in which grievances and complaints against the Contractor shall be addressed.

The Contractor shall also develop standards requiring a reasonable grievance / complaint resolution procedure to be in place at the subcontractor level that includes timeframes for each step of the process, a section on how beneficiaries of program services may be terminated for cause, and the process for appealing the final determination. Additionally, Contractor shall obtain a copy of all subcontractors' grievance/complaint procedures, and review said

procedures to ensure that they satisfy the City's basic participant grievance resolution requirements.

i. Subcontractor(s) that do not have existing grievance/complaint procedures may adopt grievance procedures that meet the Contractor's minimum standards for program/client grievance procedures. It is the responsibility of the Contractor to ensure that such procedures are in place and to monitor adherence by subcontractor(s) to said procedures.

ii. The Contractor shall be responsible for compiling and maintaining a log of all grievances and formal complaints filed against itself, and of all grievances and formal complaints against subcontractors that are appealed to the Contractor. The Contractor shall also be responsible for requiring subcontractors to maintain a record of all complaints filed against its programs in a centralized and confidential location. Records of contractor and subcontractor complaint logs shall be made available to the City upon request.

e. Compliance with ADA 2010 Standards for Accessible Design and Self-Evaluation Requirements

i. Contractor shall and shall require that each subcontractor providing group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units comply with the 2010 ADA Standards for Accessible Design (2010 Standards) applicable to residential facilities including, but not limited to, the provisions in Sections 233 and 809 (*see* 28 CFR §35.151(e)).

ii. Contractor shall require that each subcontractor conduct a formal self-evaluation of its shelter facilities and its City-funded homeless programs, policies, and procedures to ensure that said facilities, programs, policies, or procedures do not intentionally or unintentionally limit persons with disabilities from accessing and/or fully participating in its programs and program activities.

iii. Subcontractor(s) shall submit its completed self-evaluation forms to the Contractor prior to the end of the first year of the contract term and the Contractor shall maintain a log of these subcontractor ADA program self-evaluations and make the log and self-evaluations available to LAHD monitoring staff during on-site monitoring reviews of the Contractor. Compliance with

this provision will be a condition to any extension of the Agreement for an additional term.

8. Shelter Program Requirements to Adhere to Civil Code Section 1954.09

   a. Shelter programs that are funded under this Contract shall adhere to the core components of Housing First, pursuant to subdivision (b) of Section 8255 of the California Welfare and Institutions Code. Shelter program is defined under California Civil Code section 1954.08.

   b. Contractor shall establish, adopt and clearly document rules governing how and for what reasons a shelter program participant's enrollment may be terminated and require that the shelter program operator disclose the termination policy to program participants in writing, in plain language, at the commencement of their occupancy. Shelter program participant and shelter program operator is defined under California Civil Code Section 1954.08.

      (1) Permissible reasons for termination shall include sexual assault, verbally or physically threatening behaviors, which rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, physical violence to staff or other program participants, direct observation of participant engaging in illegal activity onsite, or time limits established by the shelter program.

      (2) Terminations for reasons not stated in subparagraph (1) above and any operational policies agreed upon by the City and Contractor prior will be approved by Contractor and shared with shelter program participants in a clearly labeled document.

      (3) Contractor shall endeavor to ensure terminations are performed by the shelter program operator in a trauma-informed manner utilizing a harm-reduction approach, and to the extent that Contractor or shelter program has a contractual relationship with the hotel or motel shall ensure that the termination policies and procedures of the hotel, motel, and shelter program, including the required grievance procedure, comply with all applicable disability laws, including requirements for reasonable accommodation.

   c. Contractor shall establish procedures regarding how a shelter program participant will be provided a written termination notice if a termination occurs and will require the shelter program operator to disclose those procedures to shelter program participants in writing at the commencement of their occupancy upon approval of

procedures by the City. LAHSA will not be responsible for compliance of this provision until the City has approved the policy and procedures document, and all other related documents governing this provision.

(1) Contractor shall require that the shelter program operator provide the termination notice to the participant at least 30 days prior to the proposed termination or, if the underlying cause for a proposed termination constitutes a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, the shelter program operator may remove the participant from the premises immediately, provided that the operator advises the participant of their right to utilize the grievance process described below.

(2) The termination notice shall contain a clear, plain-language statement of the reason for the termination, shall notify the participant of their right to request a reasonable accommodation if they are qualified person with a disability, and shall notify the participant of their right to utilize the grievance process described herein.

(3) The established procedure developed regarding participant guideline violations shall include an escalation continuum that incorporates documented warnings and documented shelter program operator staff and participant problem solving methods prior to instituting terminations from the shelter program.

d. Contractor shall require that the shelter program operator provide an exit plan upon termination of a shelter program participant that includes referrals to any available local shelter service for which the participant is eligible and require that the shelter program operator make a good faith, reasonable effort to facilitate an intake for that participant in an available bed or unit.

(1) Contractor shall require the shelter program operator to document good faith, reasonable efforts and make that documentation available upon request.

(2) Contractor, in cases where the grievance process is utilized, shall determine whether the shelter program operator's efforts constitute a good faith effort to facilitate a participant into an alternative available shelter site or program.

(3)(i) Contractor shall make good faith efforts to provide reasonable transportation accommodations upon termination of a shelter

program participant from a program or upon transfer of a shelter program participant to an alternative available bed or unit.

(3)(ii) In exigent circumstances that necessitate the presence of first responders, police, or fire department and render it infeasible to provide a written termination notice at that time or coordinate a post exit plan, Contractor shall require the shelter program operator to create a written termination notice that satisfies the above-described requirements and make that documentation available to participants within 24 hours of their request.

e. Contractor shall establish a grievance process that complies with due process and require that the shelter program operator disclose the grievance process to occupants in writing, in plain language, at the commencement of their occupancy.

(1) The grievance process shall give shelter program participants a right to due process appeal through the Contractor if the shelter program participant believes they were or are being wrongfully terminated from the program, and shall inform shelter program participants on how to access and initiate the grievance process.

(2)(i) Contractor shall provide program participants the opportunity to initiate the grievance process 30 days prior to their proposed termination date or at any point thereafter.

(2)(ii) In cases where participants are subject to immediate removal based on circumstances that present a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of Regulations, Contractor shall provide participants the opportunity to initiate the grievance process at the time of removal or at any point thereafter.

(3) If, following the grievance process, the proposed termination is not carried out, any participant already removed shall be granted the right to resume their participation in the program. If Contractor and/or the shelter program operator is unable to place the individual in the original site, Contractor and/or the shelter program operator shall facilitate a placement for that individual in an alternative available motel, hotel, or shelter site.

9. Removal/Termination of Shelter Program Participants

Contractor and/or its shelter program operator(s) shall be solely responsible for any necessary removal and/or termination of a shelter program participant pursuant to Civil Code section 1954.09 including but not limited to initiating and conducting any legal process required for the removal and/or termination of a program participant. The City shall have no responsibility for the removal and/or termination of shelter program participant(s)."

§203. BUDGET

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

B In the administration of the Agreement, subject to prior City approval, Contractor may shift funding between line items or subrecipients within a program category. Upon City approval, Contractor shall notify the City in writing of all funding transfers within program categories by submitting a budget modification, which must reflect the amount of funds transferred and the activities affected. The City will respond in writing acknowledging receipt of such notice from the Contractor regarding the transfer.

C Contractor shall not shift funding between program categories without prior City approval and written instructions. Transfers of funds between program categories may take place only if approved by City Council, and attested by the Mayor. For changes of this nature a budget modification will also need to be submitted.

III. PAYMENT

§301. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

1. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms and the scope of work (Work Plan) contained in this Agreement (See Exhibit G which is incorporated herein by reference), an amount not to exceed) One Hundred Fourteen Million

Four Hundred Ten Thousand One Hundred Seventy-Seven Dollars and Thirty-Eight Cents ($114,410,177.38) in (FY) 2022-23 General City Purpose (GCP) Funding, HHAP-1 Funding, HHAP-2 Funding, HHAP-3 Funding, HHAP-4 Funding, HHAP-6 Funding, (FY) 2023-24 GCP Funding, (FY) 2024-25 GCP Funding,(FY) 2025-26 GCP Funding, and (FY) 2026-27 GCP Funding.

The contract amount shall be allocated to the following program components:

i. Highland Gardens (7047 Franklin Avenue) Interim Housing ("IH") Operation Costs which has a total allocation of Six Million Sixty-Eight Thousand Five Hundred Nine Dollars ($6,068,509.00) with expenditure authority through June 30, 2024.

   Funding Categories for the Operation Costs allocation: (FY) 2022-23 GCP ($2,111,150 allocated), HHAP-1 Funds ($10,000 allocated), HHAP-2 Funds ($136,310 allocated) and (FY) 2023-24 GCP Funds ($3,811,049 allocated).

ii. Highland Gardens (7047 Franklin Avenue) IH Leasing Costs which has a total allocation of Six Million Six Hundred Twenty Thousand Two Hundred Sixty-Five Dollars ($6,620,265) with expenditure authority through June 30, 2024.

   Funding Categories for the Leasing Costs allocation: (FY) 2022-23 GCP Funds ($3,938,200 allocated), HHAP-2 Funds ($384,781 allocated) and (FY) 2023-24 GCP Funds ($2,297,284 allocated).

iii. Other Interim Housing Operations Costs which has a total allocation of Fifty-Six Million Nine Hundred Sixty-Eight Thousand Sixteen Dollars and Thirty-Six Cents ($56,968,016.36), which includes allocations as follows:

   1. FY 2024-25 Funding has a total allocation of Five Million Five Hundred Eighty-Eight Thousand Seven Hundred Eighty-Seven Dollars and Thirty-Six Cents ($5,588,787.36) with expenditure authority through June 30, 2025, which includes allocations as follows:

      a. Up to $1,366,560 for the operations of the interim housing site located at 4969 Sunset Boulevard with 52 beds in Council District 13 from July 1, 2024 to June 30, 2025;
      b. Up to $3,642,167, for the operations of the interim housing site at the Highland Gardens Hotel, located at

7047 Franklin Avenue in Council District 4, with up to 143 beds from July 1, 2024 to June 30, 2025;

c. Up to $240,240 for Tiny Home Village (THV) located at 2377 Midvale Avenue with 33 beds in Council District 5 from July 1, 2024 through June 30, 2025; and
d. Up to $339,820.36 for continued operations funding for the following interim housing beds:

    i. $264,524.36 for Highland Gardens Hotel located at 7047 Franklin Ave., Hollywood;
    ii. $75,296 for 4969 Sunset Blvd., Hollywood.

2. FY 2025-26 Funding has a total allocation of up to Ten Million Four Hundred Seventy-Seven Thousand Six Hundred Twenty-Three Dollars ($10,477,623.00) from July 1, 2025 through June 30, 2026, which includes allocations as follows:

    a. Up to $4,645,355 for the Highland Gardens Hotel located at 7047 Franklin Ave., Hollywood with 143 beds in Council District 4;
    b. Up to $1,689,220 for 4969 Sunset Blvd., Hollywood with 52 beds in Council District 13;
    c. Up to $1,397,220 for the Tiny Home Village (TVH) located at 2377 Midvale Avenue with 33 beds in Council District 5;
    d. Up to $2,745,828 the operations of the following sites:

        i. Up to $518,336 for the THV located at 503 San Fernando Road with 64 beds in Council District 1;
        ii. Up to $542,900 for the THV located at the Van Nuys Metrolink Station, 7724 Van Nuys Boulevard, with 100 beds in Council District 2; and
        iii. Up to $1,684,592 for the THV located at the Sun Valley Metrolink Station, 8358 San Fernando Road, with 208 beds in Council District 6.

3. FY 2026-27 Funding has a total allocation of up to Thirty-One Million Six Hundred Twenty Thousand Three Hundred Fifteen Dollars ($31,620,315.00) from July 1, 2026 through June 30, 2027 for the following FC-2 Shelter and Housing Interventions Category:

    a. Up to $13,481,640 for Tiny Home Village Operations as follows:

i. Up to $4,645,355 for Highland Gardens located at 70447 Franklin Ave. in CD 4
ii. Up to $1,689,220 for 4969 Sunset Blvd in CD 5
iii. Up to $11,804,100 for the Mayfair

b. Up to $18,138,675 for Other Interim Housing Operations as follows:
i. Up to $2,079,040 for 503 San Fernando Rd. in CD1
ii. Up to $3,248,500 for Van Nuys Metrolink located at 7724 Van Nuys Blvd. in CD 2
iii. Up to $1,397,220 for 2377 Midvale Ave in CD 5
iv. Up to $6,756,880 for Sun Valley Metrolink Station located at 8358 San Fernando Rd. in CD 6

4. HHAP-2 Funding has a total allocation of up to Nine Hundred Eighty Thousand Six Hundred-Sixteen Dollars and Thirty-Five Cents ($980,616.35) for the operations for the TAY interim housing site located at 7253 Melrose Avenue with 60 beds in CD5 from July 1, 2026 through December 31, 2026.

5. HHAP-3 Funding has a total allocation of up to Six Million Eight Hundred Forty-Two Thousand Eight Hundred Fifty-Four Dollars and Sixty-Five Cents ($6,842,854.65) for the following:

a. Up to $1,036,784 for the operations and FFE for the site located at 1933 Magnolia Avenue in CD 1 with 49 beds through June 30, 2026;
b. Up to $307,632 for operations and FFE for the the Project Homekey, Round 3 (Homekey 3) site located at 17445 Ventura Boulevard in CD 4 with 26 beds through June 30, 2026, and;
c. Up to $5,498,438.65 for the continued operations funding for interim housing TAY beds from July 1, 2026 through June 30, 2027.

6. HHAP-4 Funding has a total allocation of up to One Million Four Hundred Fifty-Seven Thousand Eight Hundred Twenty Dollars ($1,457,820.00) for the operations of the proposed Transitional Aged Youth (TAY) interim housing site located at 7253 Melrose Avenue with 60 beds in Council District 5 through June 30, 2026.

Funding Categories for the Other Interim Housing Operation Costs allocation: FY 2024-25 GCP Funds ($5,588,787.36 allocated), FY 2025-26 GCP Funds ($10,477,623.00 allocated), FY 2026-27 GCP

Funds ($31,620,315), HHAP-2 ($980,616.35 allocated), HHAP-3 ($6,842,854.65 allocated) and HHAP-4 ($1,457,820.00 allocated).

iv. Master Leasing Costs (FC-3 Permanent Housing Support) which has a total allocation of Ten Million Three Hundred Eighty-Seven Thousand Seven Hundred Thirty-Seven Dollars ($10,387,737.00) which includes allocations as follows:

1. FY 25-26 Funding has a total allocation of $5,212,743 for various Master Leasing sites from July 1, 2025 through June 30, 2026.

2. HHAP-4 Funding has a total allocation of $85,717.65 for the operations of the Transitional Aged Youth (TAY) site located at 10864 Rochester Ave. in CD 5 with 15 beds through June 30, 2026.

3. FY 2026-27 Funding has a total allocation of $4,961,469 for Master Leasing for rental subsidies and related services, and operating expenses for Master Leasing sites, from July 1, 2026 through June 30, 2027.

4. HHAP-3 Funding has a total allocation of $127,807.35 for the operations of the Transitional Aged Youth (TAY) site located at 10864 Rochester Ave. in CD 5 with 15 beds through June 30, 2026.

Funding Category for Master Leasing Costs allocation: FY 2025-26 GCP Funds ($5,212,743 allocated), HHAP-4 Funds ($85,717.65 allocated), FY 2026-27 GCP Funds ($4,961,469 allocated), and HHAP-3 funds ($127,807.35 allocated).

v. Other Interim Housing Improvements Costs which has a total allocation of Ten Thousand Dollars ($10,000) for 4969 Sunset Boulevard with 52 beds in Council District 13 through June 30, 2026;

Funding Category for Other Interim Housing Improvements Costs allocation: HHAP-2 ($10,000 allocated).

vi. Safe Parking Operations which has a total allocation of Zero Dollars ($ 0) allocation in prior amendment of $365,000 has been removed; and

vii. Alliance Other Interim Housing Operations – Furniture, Fixtures and Equipment which has a total allocation of up to One Million Four Hundred Fifty-Eight Thousand Three Hundred Forty-Three Dollars ($1,458,343.00) which includes allocations as follows:

a. One Hundred Eighty-One Thousand Three Hundred Ninety-Two Dollars ($181,392) for THV at 2377 Midvale Avenue with 33 beds in Council District 5 through June 30, 2026 (Transferred allocation from previously allocated HHAP-1 funds with expenditure deadline of June 30, 2025);
b. Up to Three Hundred Eighteen Thousand Four Hundred Twenty-Two Dollars ($318,422) for Alliance Other Interim Housing Operations for Furniture, Fixtures and Equipment for the interim housing site located at 7253 Melrose Avenue with 60 beds in Council District 5 through June 30, 2026.
c. Up to Nine Hundred Fifty-Eight Thousand Five Hundred Twenty-Nine Dollars ($958,529) for Alliance Other Interim Housing Operations for Furniture, Fixtures, and Equipment for the following interim housing sites through June 30, 2026:

    I. Up to $341,760 for the THV located at 503 San Fernando Road with 64 beds in Council District 1.
    II. Up to $235,462 for the Van Nuys Metrolink Station, 7724 Van Nuys Boulevard, with 100 beds in Council District 2.
    III. Up to $381,307 for the THV site located at the Sun Valley Metrolink Station, 8358 San Fernando Road, with 208 beds in Council District 6.

Funding Category for the Furniture, Fixtures and Equipment Costs allocation: HHAP-2 Funds ($499,814 allocated) and HHAP-4 Funds ($958,529 allocated).

viii. Alliance Time Limited Subsidy (TLS) Program (FC-3 Permanent Housing Support) – Service Costs which has a total allocation of up to Twenty-Eight Million Six Hundred Seventy-Eight Thousand Seven Hundred Thirty Dollars ($28,678,730) which includes allocations as follows:

a. Up to $18,460,560 in HHAP-3 and HHAP-4 funding as follows:

    I. Up to Thirteen Million Five Hundred Thirty-Four Thousand Dollars ($13,534,000) for up to 2,000 Alliance TLS Program slots beginning March 1, 2026 through February 28, 2027; and

    II. Up to One Million Three Hundred Fifty-Four Thousand Dollars ($1,354,000) for LAHSA Administration (at 10 percent of the service provider Alliance TLS Program allocated slots) beginning March 1, 2026 through February 28, 2027.

III. Up to Three Million Five Hundred Nineteen Thousand Two Hundred Sixty-Six Dollars ($3,519,266) for the following Alliance TLS Program expenses:

IV. Up to $3,199,333 for Housing Operations and Management, Inc. (HOM) to provide expedited lease up and create a pool of rent reasonable units as follows:

a. Up to $2,189,173 to create a pool of rents reasonable for the Alliance TLS Program, beginning March 1, 2026 through February 28, 2027;
b. Up to $1,010,160 to consolidate and expedite the lease up process for the Alliance TLS Program, beginning March 1, 2026 through February 28, 2027.

V. Up to $319,933 for LAHSA Administration.

VI. Up to 53,294 for the Alliance Time-Limited Subsidies program (FY 2026-27) from July 1, 2026 through June 30, 2027.

b. Up $10,218,170 in HHAP-6 funding for Alliance Time-Limited Subsidies program services costs (FY 2026-27) from July 1, 2026 through June 30, 2027.

Funding Category for the Alliance TLS Program – Service Costs allocation: HHAP-3 and HHAP-4 Funds ($18,460,560 allocated), and HHAP-6 Funds ($10,218,170 allocated)

ix. FY 2026-27 FC-1 Administration Funding has a total allocation of up to Four Million Two Hundred Eighteen Thousand Five Hundred Seventy-Seven Dollars and Two Cents ($4,218,577.02) for administration costs from July 1, 2026 through June 30, 2027.

Funding Category for the FY 2026-27 FC-1 Administration Funding allocation: HHAP-6 Funds ($4,218,577.02 allocated).

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

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

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

4. Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in the Reporting Requirements, § 701 herein below.

5. The Contractor shall maintain records by funding source and by line item for every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation which includes, but is not limited to, payrolls, timecards, requisitions for payment, rentals, leases, invoices, vouchers, and any other official documents pertinent to the expenditures. Such records shall be maintained in a file and made available for periodic review by authorized representatives of City, federal and/or State agencies or other source(s) of grant funds awarded to the Contractor. Undocumented expenditures including but not limited to improperly documented expenditures shall not be paid under this Agreement.

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

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

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

9. Contractor shall be paid on a cost reimbursement and advance payment basis. If the Contractor receives an advance payment, it shall adhere to all applicable regulatory requirements and City-approved advance payment policies to safeguard advance funds. Contractor's request for advance payment is subject to City approval, and Contractor must comply with the provisions of LAHD's advance payment memorandum, including, but not limited to, monthly reporting, reconciliation, and other documentation requirements. Payments to Contractor on a cost reimbursement basis shall be paid by the City after Contractor submits

all required reporting and invoicing and the City approves Contractor's actual permissible costs incurred.

B. Funding of Agreement

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

C. Payment to Contractor

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

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

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

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

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

officer of the Contractor under penalty of perjury that the information submitted is true and correct.

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

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

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

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

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

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

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

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

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

IV. METHODS AND PROCEDURES GOVERNING PAYMENT

§401. WITHHELD PAYMENTS

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

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

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

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

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

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

§403. ALLOWABLE AND UNALLOWABLE COSTS

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

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

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

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

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

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

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

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

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

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

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

   C. Contributions and donations.

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

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

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

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

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

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

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

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

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

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

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

§404. RETURN OF UNEXPENDED FUNDS

Contractor agrees that upon either the completion or termination of this Agreement any unexpended funds, whether advances, interest earned on advances or unearned funds, shall be immediately returned to the City and in no event later than Forty-Five (45) days after completion or termination.

§405. VALIDITY OF FINANICAL DOCUMENTATION SUBMISSIONS

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

§406. PROGRAM INCOME

A Program income is defined as income earned through the activities funded hereby and as set forth in 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 570.500. Program income includes, but is not limited to, grants, fees that

duplicate payments, average daily attendance payments earned through program funded activities, and public or nonprofit agency revenues in excess of contract costs.

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

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

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

§407. RETURN OF PROGRAM INCOME

Contractor shall, within forty-five (45) days of the end of the Term, transmit to the City any, and all, remaining program income directly generated by funds provided hereby. Any program income received after the end of the Term shall be paid to the City as required by 2 CFR 200.80, 2 CFR 200.307, and 24 CFR 570.503 (b)(7).

V. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor shall comply with the Standard Provisions for City Contracts, which are attached hereto as Exhibit A, and incorporated herein by this reference. PSC-24 (Insurance) and Exhibit 1 to the Standard Provisions for City Contracts are superseded by Exhibit B – Insurance Requirements, which is incorporated herein by this reference.

Any conflict(s) between the provisions contained in this Agreement (including the attached Exhibits) are to be resolved as provided in Section 1001. The term "Contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

VI. ADDITIONAL STANDARD PROVISIONS

§601. CONFLICT OF INTEREST

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

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

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

C. Conflict of Interest

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

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

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

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

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

3. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§602. FEDERAL, STATE AND LOCAL TAXES

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

§603. INVENTIONS, PATENTS AND COPYRIGHTS

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

§604. COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS

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

laws, regulations, orders and/or procedures that apply to the performance of this Agreement.

If any conflict or inconsistency exists between any applicable federal, State, County, and/or City statute, rule, regulation and/or order, the strictest provision(s) shall prevail.

A Statutes and Regulations Applicable to All Grant Funded Contracts

Contractor shall comply with all applicable requirements of federal, State, County and City laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement, including, but not limited to laws and regulations pertaining to labor, wages, hours, and other conditions of employment. These requirements include, but are not limited to:

1. Uniform Administrative Requirements

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

2. Single Audit Act

   Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Agreement. Also see §708(C) for additional audit requirements.

3. Political and Sectarian Activity Prohibited

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

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

sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

4. Records Inspection

   a. At any time during normal business hours and as often as the City, the County, the U.S. Comptroller General, the U.S. Department of Labor, and the Auditor General of the State of California, and the Employment Development Department, or their designees, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City, the County, the U.S. Comptroller General, U.S. Department of Labor, and the Auditor General of the State of California, through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

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

5. Labor

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

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

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

determine if such prevailing wages have been paid as required pursuant to Labor Code sections 1770-1780.

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

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

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

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

6. Civil Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Environmental

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

b. Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal

Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. §1360).

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

d. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4822 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

e. Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

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

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

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

8. Preservation

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

9. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a certification Regarding Debarment required by EO 12549 and 12689, and any amendment thereto. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

10. Drug-Free Workplace

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

11. Animal Welfare

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

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

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

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

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

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

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

17. Mandatory Disclosures: The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for non-Compliance, including suspension or debarment. (*See also* 2 CFR part 180 and 31 U.S.C. 3321).

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

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

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

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

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

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

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

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

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

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

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

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

11. Sweat-free Code of Conduct:

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

12. State Nondiscrimination Clause:

    During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor

and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

13. Traveling Expenses:

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

14. National Labor Relations Board Certification:

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

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

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

16. Expatriate Corporations:

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

17. Fair Chance Employment (Applicable to County Funded Contract(s)):

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

18. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding (Applicable to County Funded Contract(s)):

Contractor shall comply with Government Code Section 84308. Contractor is prohibited from making a contribution of more than $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving the City's agreement with the County.

C Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

a. Eligibility for HUD-Assisted or Insured Housing:

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

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

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity.

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

§605. PROHIBITION AGAINST DUPLICATION OF BENEFITS

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

§606. CITY'S ADDITIONAL REMEDIES

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

VII. REPORTS, RECORDS AND AUDIT REQUIREMENTS

§701. REPORTING REQUIREMENTS

A. Forms

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

B. Fiscal Reports

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

1. Invoices

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

a. Cash Request - Due on or before the 30th day of the month, a Cash Request shall be submitted on forms provided by the City.

b. Expenditure Report

c. Schedule of Subrecipients

2. Closeout Report

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

b. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, the City reserves the right to unilaterally closeout the Agreement and use the invoices then on file at City for determination of Contractor's final allowable expenditures. The City will not reimburse Contractor for expenditures reported after the 60-day closeout date following the termination of this Agreement. The City shall provide to Contractor the City closeout forms at least thirty (30) days before termination of the Agreement.

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

i. Subrecipient Release

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

iii. Contract Closeout Tax Certification

C. Program Reports

1. Performance Reports

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

ii. Participant demographics.

iii. Number of participants served during the reporting period.

iv. Number of participants served to date.

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

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

2. Shelter and Interim Housing Occupancy Report

LAHSA will submit a report to the City on a quarterly basis, no later than 45 days after the end of each quarter, describing:

a. The number of available shelter and interim housing beds on an average night in the City;

b. Shelter and interim housing bed availability trends in the City;

c. Factors limiting full utilization of shelter beds, and

d. Recommendations to increase shelter bed occupancy, including, but not limited to, the benefits and drawbacks of posting bed availability online.

e. Average length of stay for an individual in (1) a shelter or (2) interim housing bed.

f. Number and percent of individuals to exit (1) a shelter or (2) interim housing bed back to the street or another situation not suited for living.

D. Compliance

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

§702. MAINTENANCE OF RECORDS

A. Record Retention: Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor (including but not limited to HUD, the State, and/or the County) and the City with respect to all matters covered by this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Unaltered copies of eligibility documents are acceptable. These records shall be retained for a period of five years after termination of this Agreement and after final disposition of all pending matters. Pending matters include, but are not limited to, an audit, litigation, or other actions involving records. The City may, at its discretion, take possession of and retain the records. Before destruction of any records retained under this Agreement, Contractor shall notify the City and request instructions on disposition of the records.

B. Location of Records: Records (including, but not limited to, customer files and fiscal documents in their original form) pertaining to matters covered by this Agreement shall at all times, be retained within the County unless authorization to remove them is granted in writing by the City.

§703. CUSTOMER/APPLICANT FILES

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

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

§704. EQUIPMENT RECORDS

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

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below $5,000 but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

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

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

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

§705. PURCHASE OR LEASE OF EQUIPMENT OR FACILITIES

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

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

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

A Lease of Equipment

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

B Purchase of Equipment

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

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

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

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

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

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

D Lease of Property or Facilities

1. All lease agreements shall incorporate the following provisions:

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

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

   c. It is recommended that the Contractor, during lease negotiations, request the addition of a section to the lease agreement, whereby

the lessor agrees that if lessee's grant funding for any calendar year decreases by $500,000 or more from the previous calendar year, lessee may terminate the lease with 120 days written notice.

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

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

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

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

§706. ACCOUNTING PRACTICES

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

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

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

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

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

   d. Source documentation to support accounting records;

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

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

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

§707. DOCUMENTATION OF EXPENDITURES

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

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

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

§708. AUDITS AND INSPECTIONS

A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California, or the City may deem necessary, the Contractor shall make available for examination, all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, and the Auditor General of the State shall have the authority to audit, examine and make excerpts, or transcripts from records, including all contractor's invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

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

access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

C. Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. When total expenditures under all federal programs in a fiscal year equal or exceed $1,000,000, the Contractor shall conduct or have conducted on an annual basis, audits in accordance with the Single Audit Act of 1984, PL 98-502, implementing regulations in the provisions of 2 C.F.R. Part 200, which applicable provision supersedes OMB Circulars A-133 as applicable, (City Council action dated February 4, 1987, C.F. No. 84-2259-S1) and administrative regulations or field memos implementing revisions or updates to the audit requirements. The auditor's reports, prepared in accordance with the aforementioned requirements, and any accompanying management reports on the operation of the Contractor or this Agreement, shall be submitted to the City within nine (9) months after the close of the Contractor's fiscal year.

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

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

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

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

H. If the expenditures under all federal programs are less than $1,000,000, Contractor shall permit the City to conduct a performance review of this Agreement and all related records in accordance with directives received from the City.

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

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

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

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

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

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

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

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

§709. CONDFIDENTIALITY OF INFORMATION

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

California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

B. The City and Contractor agree that:

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

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

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

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

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

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

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

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

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

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

§711. RESTRICTION ON DISCLOSURES

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

§712. HOMELESS MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS

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

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

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

§713. INSTALLATION OF FINANCIAL ASSISTANCE SIGN

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

§714. PRESS RELEASES – PUBLIC INFORMATION

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

§715. NOTICE TO CITY OF LABOR DISPUTES

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

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

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

§717. TECHNICAL ASSISTANCE

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

§718. PROHIBITION OF LEGAL PROCEEDINGS

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

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

A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, §100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their 20-day right to appeal to the State for an administrative hearing pursuant to 42 U.S.C. §8624(b) (13), as amended.

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

§720. FAITH-BASED ACTIVITIES

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

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

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

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

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

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

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

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

§721. CHILD ABUSE

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

§722. HHAP AGREEMENT TERMS & CONDITIONS

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

VIII. SUBCONTRACT AND PROCUREMENT PROCEDURES

§801. Contractor shall comply with all applicable federal, State, County, and/or City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include, but not be limited to, purchase agreements, rental, or lease agreements, third party agreements, consultant service contracts and construction subcontracts. Contractor shall comply with subcontract and procurement requirements set forth in Exhibit I, which is attached hereto and incorporated herein by reference, and shall ensure that the terms of this Agreement are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to the City for review prior to the release of any funds to the subcontractor. Contractor shall withhold funds to any subcontractor that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.

IX. REMEDIES

§901. DEFAULTS

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

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

B. Withhold the release of funds.

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

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

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

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

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

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

I. Terminate the Agreement.

§902. NOTICE TO CORRECT PERFORMANCE

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

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

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

§903. SUSPENSION OF AGREEMENT

A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of the City's written notice.

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

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

§904. TERMINATION OF AGREEMENT

A. At any time during the Term the City may terminate this Agreement, or any part of the Agreement, upon giving Contractor at least thirty (30) days written notice prior to the effective date of the termination, which date shall

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

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

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

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

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

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

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

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

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

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

under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued pursuant to this section.

§905. NOTICES OF SUSPENSION OR TERMINATION

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

X. MISCELLANEOUS

§1001. COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), followed by other attachments or exhibits in descending numerical or letter order.

§1002. SURVIVAL OF TERMS AND CONDITIONS

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

§1003. RATIFICATION CLAUSE

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

§1004. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures

scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§1005. MERGER

This Agreement supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between City and Contractor relating to the subject matter of this Agreement.

§1006. NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes Eighty-Six (86) pages and fourteen (14) Exhibits (Exhibits A-N) which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LA Regional Alliance Marketplace for Procurement (RAMP) website.

[Remainder of page left intentionally blank.]

[Signatures begin on next page.]

XI. SIGNATURE PAGE

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

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
Los Angeles City Attorney

By: Casey Pak
Deputy City Attorney

Date: 9/09/2026

APPROVED AS TO FORM
LAHSA General Counsel

By Alyssa Skolnick County Counsel 09/08/2026
Alyssa Skolnick County Counsel (Sep 8, 2026 07:54:23 PDT)
Counsel to LAHSA

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By:
Deputy City Clerk

Date: 09/11/2026

Executed this 9th day of September, 2026

For: THE CITY OF LOS ANGELES

TIENA JOHNSON HALL
General Manager
Los Angeles Housing Department

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

By:
Emilyzen Cervantes
Assistant General Manager

Executed this 05 day of September, 2026

For: LOS ANGELES HOMELESS SERVICES AUTHORITY

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

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

By: 09/05/2026
Gita O'Neill
Interim Chief Executive Officer

By: 09/05/2026
Janine Lim
Acting Chief Financial Officer

City Business License Number: Exempted
Internal Revenue Service Number: 95-4498834
Contract UEI No. HAW8D5MS9JE4

Council File Number	Contract/Amendments	Council/Mayor Approval Dates
23-1022-S29 23-1022-S33 2 Technical Correction Memos	Eighth A&R Agreement	04/29/2026 & 05/08/2026 05/26/2026 & 06/08/2026 Dated 05/19/2026 & 06/17/2026
23-1022-S29	Seventh A&R Agreement	04/29/2026 & 05/08/2026
23-1022-S27 23-1022-S28	Sixth A&R Agreement	03/13/2026 & 03/17/2026 03/13/2026 & 03/27/2026
23-1022-S18	Fifth A&R Agreement	01/28/2026 & 02/06/2026
23-1022-S21	Fourth A&R Agreement	12/10/2025 & 12/22/2025
23-1022-S19	Third A&R Agreement	08/20/2025 & 09/02/2025
23-1348 23-1022-S16	Second A&R Agreement	06/03/2025 & 06/06/2025 07/01/2025 & 07/02/2025
23-1022-S11 23-1022-S13	First Amended & Restated (A&R) Agreement	12/13/2024 & 12/19/2024 04/01/2025 & 4/10/2025
23-1022-S3	4th Amendment	06/18/2024 & 06/18/2024
20-0841-S41	3rd Amendment	02/16/2024 & 02/22/2024
20-0841-S37	2nd Amendment	10/24/2023 & 11/06/2023
20-0841-S34	1st Amendment	07/05/2023 & 07/12/2023
22-0756-S2	Original	10/19/2022 & 10/25/2022

Said Agreement is Number C-141840 CFMS/C-201377 RAMP of City Contracts, 8th Amended and Restated

EXHIBIT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS 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.

As used in this Contract, unless otherwise specified in the Contract, the term “Written Notice” or “Writing” may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

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 venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, 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. 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; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

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 in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/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 a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) 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 and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result 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-6. 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-7. 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 delivery of the notice of suspension in accordance with the Contract, **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-8. TERMINATION

A. Termination for Convenience

CITY may terminate this Contract for **CITY's** convenience at any time by providing **CONTRACTOR** notice in Writing, which shall include the effective date of termination. Upon delivery 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, provided that such amounts are approved, in Writing, by **CITY** in advance of the work being performed. 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-5, 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 immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time 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

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **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 and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, 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. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. 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**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

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-8(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 (5) calendar days of the termination.

PSC-9. 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-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

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 require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. 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 by operation of law or otherwise, including the right to payment; or

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. 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's** 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-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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-14. 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-15. 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**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) 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 ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **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.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract**. CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

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. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. 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. and any successor sections.

PSC-17. 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, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. 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-18. 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 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.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. 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.

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 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.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. 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 Exhibit 1 hereto). The insurance must: (1) conform to **CITY's** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); 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 on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. 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's** profession, doing the same or similar work under the same or similar circumstances.

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

A. **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, including 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.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. 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, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

CONTRACTOR understands that **CITY** is expressly relying upon these certifications and representations as a material 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-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **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 such effort, without prior written approval of **CITY**.

PSC-31. 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 (12) months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) 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 (10) business days if it changes during the twelve (12) 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-32. 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-33. 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-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST 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 at its own expense. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

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

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

_____ **Workers' Compensation (WC) and Employer's Liability (EL)**

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

WC _____ *Statutory*
EL _____

_____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

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

_____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

_____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

_____ **Pollution Liability** _____

☐ _____

_____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____
_____ **Crime Insurance** _____

Other: _____

Exhibit B

Insurance Requirements

Required Insurance and Minimum Limits

Name: LAHSA Date: 6/2/2026

Agreement/Reference: Alliance Settlement Agreement Program Contract C-141840 (CFMS)/ C-201377 RAMP

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

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 2,000,000

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** City must be listed as additional insured on General Liability Policy 1,000,000

☑ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☑ $5 Million aggregate

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000

___ **Professional Liability** (Errors and Omissions) ___

Discovery Period 12 Months after completion or termination of contract

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) ___

☐ All Risk Coverage ☐ Flood ☐ Earthquake ☐ Boiler and Machinery ☐ Builder's Risk ☐

___ **Cyber Liability** ___

☐ 12 Months after completion or termination of contract

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds ___

___ **Crime Insurance** ___

Other: Sent to Kimi Kawashima @ LAHD

LAHSA subcontractors for these services must list LAHSA and the City of Los Angeles as scheduled additional insureds on the ISO endorsement form, specifically CG 20 26

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

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

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

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

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

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

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

EXHIBIT C
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 C-141840

CONTRACTOR/BORROWER/AGENCY

Gita O'Neill, Interim Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

31/08/2026

DATE

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

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

Use this space to provide any additional information:
On June 11, 2026, the U.S. Department of Housing and Urban Development (HUD) issued a Notice of Immediate Suspension Pending Investigation to the Los Angeles Homeless Services Authority (LAHSA). On June 29, 2026, LAHSA filed a lawsuit against HUD seeking immediate injunctive relief to challenge the suspension. On July 10, 2026, LAHSA submitted a written request to HUD seeking an administrative hearing to contest the suspension. On August 13, 2026, U.S. District Judge David O. Carter granted in part LAHSA's motion for a preliminary injunction, ordering specified relief pending further proceedings in the litigation. The preliminary injunction is effective through October 27, 2026. The legal and administrative proceedings remain ongoing. In the meantime, LAHSA continues to conduct business and provideservices in the ordinary course while pursuing all available legal and administrative remedies.

AGREEMENT NUMBER C-141840

CONTRACTOR/BORROWER/AGENCY

Gita O'Neill, Interim Chief Executive Officer
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

08/31/2026
DATE

Exhibit D (cont.)
INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

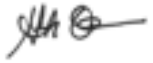
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to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

AGREEMENT NUMBER C-141840

CONTRACTOR/BORROWER/AGENCY

Gita O'Neill, Interim Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

08/31/2026

DATE

EXHIBIT F
MANAGEMENT REPRESENTATION

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

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

   True ☑ False ☐

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

   True ☑ False ☐

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

   True ☑ False ☐

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

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

      True ☑ False ☐

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

      True ☑ False ☐

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

True ☐ False ☑

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

   True ☑ False ☐

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

   True ☐ False ☑

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

   True ☐ False ☑

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

   True ☐ False ☑

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

   True ☑ False ☐

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

    True ☑ False ☐

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

    True ☑ False ☐

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

True ☑ False ☐

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

    True ☑ False ☐

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

    True ☑ False ☐

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

    True ☑ False ☐

Use this space to provide any additional information:
On June 11, 2026, the U.S. Department of Housing and Urban Development (HUD) issued a Notice of Immediate Suspension Pending Investigation to the Los Angeles Homeless Services Authority (LAHSA). On June 29, 2026, LAHSA filed a lawsuit against HUD seeking immediate injunctive relief to challenge the suspension. On July 10, 2026, LAHSA submitted a written request to HUD seeking an administrative hearing to contest the suspension. On August 13, 2026, U.S. District Judge David O. Carter granted in part LAHSA's motion for a preliminary injunction, ordering specified relief pending further proceedings in the litigation. The preliminary injunction is effective through October 27, 2026. The legal and administrative proceedings remain ongoing. In the meantime, LAHSA continues to conduct business and provideservices in the ordinary course while pursuing all available legal and administrative remedies.

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

AGREEMENT NUMBER C-141840

CONTRACTOR/BORROWER/AGENCY

Gita O'Neill, Interim Chief Executive Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

08/31/2026

DATE

EXHIBIT G
WORK PLAN FOR CONTRACT NUMBER C-141840 CFMS/C-201377 RAMP
BETWEEN
LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)
AND
THE CITY OF LOS ANGELES
RELATING TO
THE ALLIANCE SETTLEMENT AGREEMENT
PROJECT PERIOD: NOVEMBER 1, 2022, THROUGH OCTOBER 31, 2027

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I. GENERAL STATEMENT OF LAHSA'S PURPOSE

A. The Los Angeles Homeless Services Authority (LAHSA), an independent unit of local government, is a Joint Powers Authority which was created in December 1993 by the City and County of Los Angeles. LAHSA's mission is to plan, coordinate, and manage resources for homeless programs in Los Angeles County with the exception of the cities of Glendale, Long Beach, and Pasadena.

B. LAHSA administers funding through a vast network of nonprofit agencies through sub-contracts for programs designed to assist homeless persons transition from homelessness to independent living. LAHSA also operates one direct program, the Emergency Response Team, which responds to requests from businesses, local elected officials, and community members to help place homeless people in stable housing. LAHSA also collaborates with the City, the Department of Public Social Services, and the Community Development Commission of the County of Los Angeles in the operation of the Homeless Families Solutions System.

C. LAHSA is governed by a ten-member Board of Commissioners, five of whom are appointed by the Mayor and confirmed by City Council, and one by each of the five County Supervisors.

II. CLIENT ELIGIBILITY

A. Projects funded under this Agreement shall be located in the City of Los Angeles.

B. City General Funds will be used to serve homeless persons in the City of Los Angeles per the Department of Housing and Urban Development's (HUD) Final Rule on defining Homeless' (24 CF part 91, 576 and 578).

1. Category 1: Literally Homeless

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

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

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

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

2. Category 2: Imminent Risk of Homelessness

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

      i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

      ii. No subsequent residence has been identified; and

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

3. Category 3: Homeless Under Other Federal Statutes

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

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

   Must also:

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

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

      iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or

mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

4. Category 4: Fleeing/Attempting to Flee Domestic Violence

    a. Any individual or family who:

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

        ii. Has no other residence; and

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

III. OBLIGATION OF CONTRACTOR

A. To continue and expand the coordinated service and housing delivery system known as the Los Angeles Continuum of Care ("LA CoC") for homeless persons in the City of Los Angeles.

B. To promote a reliable and accurate flow of information and technical assistance to LAHSA constituents. The constituent groups include but are not limited to agencies in the LA CoC, public officials, funding sources, news media, and the community at large.

C. To advise and assist local government in the development, consolidation, and expansion of programs for homeless persons including those funded by the U. S. Department of Housing and Urban Development ("HUD") and to accept responsibility delegated by local government for implementing programs under federal or state plans and guidelines.

D. To evaluate all LAHSA activities with a deep commitment to improvement based on a clear understanding of needs and a clear measurement of performance.

E. To maintain a Homeless Management Information System (HMIS) for all homeless programs that receive McKinney-Vento funding from HUD.

F. To provide the means for accurate reporting on services provided.

G. To comply with any good neighbor policies and community agreements for interim and/or permanent supportive housing sites.

IV. PROGRAM COMPONENTS

Specific funding allocations for programs funded under this Agreement shall be subject to prior City approval and in accordance with §203 "Budget" of this Agreement.

A. INTERIM HOUSING / TINY HOME VILLAGES (THV) OPERATIONS

1. PROJECT DESCRIPTIONS

Interim Housing programs funded under this project provide services that include safe, secure shelter; meals; and case management on a 24-hour basis for adults experiencing homelessness. All programs must incorporate low barrier, trauma informed, and harm reduction policies and procedures into their program design and interim housing operations. Interim Housing is meant to be accessible, with minimal barrier to entry and minimal barrier to program participation for persons experiencing homelessness. As directed by the City of Los Angeles, participants will be referred to the program through LAHSA's Interim Housing centralized matching process which will process referrals using eligibility and prioritization criteria established by the City and/or by the Council District Office where the project is located. City- and/or Council District Office-directed criteria may include but would not be limited to current geographic location where participant is experiencing homelessness, length of time experiencing homelessness within a specific geographic area, targeted outreach or encampment response area, or other individual participant-level approvals by the Council District Office.

The Tiny Home Village Interim Housing program will offer 24-hour crisis housing programming and services to individuals. As directed by the City of Los Angeles, participants will be referred to the program through LAHSA's Interim Housing centralized matching process which will process referrals using eligibility and prioritization criteria established by the City and/or by the Council District Office where the project is located. City- and/or Council District Office-directed criteria may include but would not be limited to current geographic location where participant is experiencing homelessness, length of time experiencing homelessness within a specific geographic area, targeted outreach or encampment response area, or other individual participant-level

approvals by the individual Council District. Persons receiving Tiny Home services will be provided access to a hygiene service, case management, and a variety of supportive services. The Tiny Home Village Interim Housing program will be composed of a community of Tiny Home Village Interim Housing Units, which are broadly classifiable as "tiny houses," in that they are private dwellings with locking doors, windows, secure ventilation systems, and structural floors, while also offering options to be equipped with heating, electricity, air conditioning, mattresses, and egress doors.

2. LOCATIONS

a. 7047 W. Franklin Avenue, Los Angeles, CA, 90028 in Council District (CD) 4 –Highland Gardens Project

Funding for this site is to provide start-up, operations, and leasing funding to operate interim housing for adults experiencing homelessness at 7047 W Franklin Avenue. The site, which previously was utilized as a Project RoomKey location, has capacity for up to 143 beds (with double occupancy). Funding will allow the service provider to provide interim housing operations at this project from November 1, 2022, through June 30, 2027. This program is supported by City HHAP-1, HHAP-2, and Additional Homeless Services – General City Purposes funding.

b. 4969 Sunset Boulevard, Los Angeles CA, 90027 in Council District (CD) 13 –Sunset Project

Funding for this site is to provide start-up, operations, and maintenance funding to operate interim housing for adults experiencing homelessness at 4969 Sunset Boulevard. The site is currently owned by VOALA, which will also act as the service provider on site. The site will provide 52 beds and services for single adult men that will count towards the Alliance settlement bed obligation. Funding will allow the service provider to provide interim housing operations at this project from June 24, 2024 through June 30, 2025. This program is supported by General City Purposes (GCP) funding, which is expected to be reimbursed by the County. LAHSA has been requested to contract with the service provider for operations at this site through June 30, 2027, to ensure compliance with the end date of the settlement agreement.

These projects will be used to serve adult individuals who are determined to be homeless as defined in Sections II.B.1 and II.B.4 of this Work Plan.

c. 2377 Midvale Avenue in Council District (CD) 5 - Tiny Home Village (THV) Interim Housing Project

Funding for this site is to provide start-up, operations, and leasing funding to operate interim housing for adults experiencing homelessness at 2377 Midvale Avenue. The site has capacity for 33 beds in Council District 5. Funding will allow the service provider to provide interim housing operations at this project from July 1, 2025, through June 30, 2027. This program is supported by City General City Purposes and HHAP-2 funding.

d. Master Leasing (Citywide) – Funding for this project is to support rental subsidies and operating expenses for Master Leasing sites through LAHSA's Master Leasing Strategy from July 1, 2025 through June 30, 2027. Currently, there are 10 Master Leasing sites (462 units) counting toward the Settlement obligations. LAHSA's Master Leasing program is a critical piece of LAHSA's strategy to move people experiencing homelessness into permanent housing faster. Through Master Leasing, LAHSA essentially becomes a building's landlord, removing many of the barriers that keep our unhoused neighbors from finding a permanent home.

e. 10864 Rochester Avenue Transition Age Youth (TAY) Interim Housing Project in CD5 – Funding for this project will support operations of the Transition Age Youth (TAY) site located at 10864 Rochester Avenue in Council District 5 with 15 beds through June 30, 2027.

f. 7253 Melrose Avenue Transition Age Youth (TAY) Interim Housing Project in CD5 – Funding for this project will support operations of the TAY interim housing site located at 7253 Melrose Avenue with 60 beds in Council District 5 through June 30, 2027.

g. 503 San Fernando Rd. in Council District (CD) 1 – Tiny Home Village Interim Housing Project – Funding for this site will support operations of the 64 bed THV IH facility. The site is expected to open April 2026. Unit acquisition and construction was funded by the state Behavioral Health Continuum Infrastructure Program (BHCIP) - Emergency Stabilization Bed (ESB) Grant. Services for this site are funded through June 30, 2027.

h. 7724 Van Nuys Blvd in Council District (CD) 2 – Tiny Home Village Interim Housing Project – Funding for this site by the Van Nuys Metrolink Station will support operations at the 100 bed THV IH facility. The site is expected to open May 2026. Unit acquisition and construction was funded by the state Behavioral Health Continuum Infrastructure

Program (BHCIP) - Emergency Stabilization Bed (ESB) Grant. Services for this site are funded through June 30, 2027.

i. 8358 San Fernando Rd. in Council District (CD) 6 – Tiny Home Village Interim Housing Project – Tiny Home Village Interim Housing Project – Funding for this site by the Sun Valley Metrolink Station will support operations at the 208 bed THV IH facility. The site is expected to open April 2026. Unit acquisition and construction was funded by the state Behavioral Health Continuum Infrastructure Program (BHCIP) - Emergency Stabilization Bed (ESB) Grant. Services for this site are funded through June 30, 2027.

j. 1933 Magnolia Avenue in Council District (CD) 1 – Transition Age Youth (TAY) Interim Housing Project in CD 1 - Funding for this project will support operations, leasing costs and Furniture, Fixtures, and Equipment (FF&E) of the TAY interim housing site located at 1933 Magnolia Avenue with 49 beds in Council District 1 through June 30, 2027.

k. 17445 Ventura Boulevard in Council District (CD) 4 (Oak Tree Inn) – Transition Age Youth (TAY) Interim Housing Project in CD 4 - Funding for this project will support operations and Furniture, Fixtures, and Equipment (FF&E) of the TAY interim housing site located at 17445 Ventura Blvd with 26 beds in Council District 4 through June 30, 2027.

3. UNDUPLICATED CLIENTS TO BE SERVED

Highland Gardens IH, 7047 W. Franklin Avenue, Los Angeles, CA, 90028 in Council District (CD) 4

- Services shall be provided to a minimum of 143 unduplicated participants under this project for fiscal year ending June 30, 2025.

- Services shall be provided to a minimum of 143 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 143 unduplicated participants under this project for fiscal year ending June 30, 2027.

Sunset IH, 4969 Sunset Boulevard, Los Angeles, CA, 90027 in Council District (CD) 13

- Services shall be provided to a minimum of 52 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 52 unduplicated participants under this project for fiscal year ending June 30, 2027

Midvale THV, 2377 Midvale Avenue, Los Angeles, CA 90064 in Council District (CD) 5.

- Services shall be provided to a minimum of 33 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 33 unduplicated participants under this project for fiscal year ending June 30, 2027.

Master Leasing (Citywide)

- Services shall be provided to a minimum of 462 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 462 unduplicated participants under this project for fiscal year ending June 30, 2027

TAY IH, 10864 Rochester Avenue, Los Angeles, CA 90024 in CD5.

- Services shall be provided to a minimum of 15 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 15 unduplicated participants under this project for fiscal year ending June 30, 2027.

TAY IH, 7253 Melrose Avenue, Los Angeles, CA 90046 in CD5.

- Services shall be provided to a minimum of 60 unduplicated participants under this project for fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 60 unduplicated participants under this project for fiscal year ending June 30, 2027.

THV IH, 503 San Fernando Rd. in CD1

- Services shall be provided to a minimum of 8 unduplicated participants under this project for pro-rated partial fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 64 unduplicated participants under this project for fiscal year ending June 30, 2027.

THV IH, 7724 Van Nuys Blvd in CD2

- Services shall be provided to a minimum of 8 unduplicated participants under this project for pro-rated partial fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 100 unduplicated participants under this project for fiscal year ending June 30, 2027.

THV IH, 8358 San Fernando Rd. in CD6

- Services shall be provided to a minimum of 26 unduplicated participants under this project for pro-rated partial fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 208 unduplicated participants under this project for fiscal year ending June 30, 2027.

TAY IH, 1933 Magnolia Avenue, Los Angeles, CA 90007 in CD1.

- Services shall be provided to a minimum of 4 unduplicated participants under this project for pro-rated partial fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 49 unduplicated participants under this project for fiscal year ending June 30, 2027.

TAY IH, 17445 Ventura Boulevard, Los Angeles, CA 91316 in CD4.

- Services shall be provided to a minimum of 2 unduplicated participants under this project for pro-rated partial fiscal year ending June 30, 2026.

- Services shall be provided to a minimum of 26 unduplicated participants under this project for fiscal year ending June 30, 2027

4. METRICS COLLECTED

For 7047 W. Franklin Avenue, Los Angeles, CA, 90028 in Council District (CD) 4; for 4969 Sunset Boulevard, Los Angeles, CA 90027 in Council District (CD) 13; for 2377 Midvale Avenue, Los Angeles, CA 90064 in Council District 5; for Master Leasing (Citywide); for 10864 Rochester Avenue, Los Angeles, CA 90024 in Council District (CD) 5; for 7253 Melrose Avenue, Los Angeles, CA 90046 in Council District (CD) 5; for 503 San Fernando Rd in CD1; for 7724 Van Nuys Blvd in CD2; for 8358 San Fernando Rd. in CD6; for 1933 Magnolia Ave. in CD1; and for 17445 Ventura Blvd. in CD4

I. Number and percentage of Clients that are Document Ready

II. Number and percentage of Clients that are connected to Housing Navigation (HN)

III. Number and percentage of clients that are connected to Time Limited Subsidy (TLS)

IV. Number and percentage of clients that are receiving Housing Case Management services at the IH site

V. Average and Median time to Housing Connection: HN, TLS, CM at IH

VI. Number and percentage of enrollments into TLS with a move-in date

VII. Number and percentage of enrollments into Permanent Supportive Housing (PSH) with a move-in date

VIII. Number and percentage of exits to a Permanent Housing (PH) destination

IX. Average and Median time to exit

X. Number and percentage of exits to temporary housing

XI. Number and percentage of exits to unsheltered homelessness

XII. Number and percentage of exits to institutions – Criminal

XIII. Number and percentage of exits to institutions – Medical

XIV. Number and percentage of exits – deceased

XV. Number and percentage of exits - unknown

4. PROJECT OUTCOMES

For 7047 W. Franklin Avenue, Los Angeles, CA, 90028 in CD 4; for 4969 Sunset Boulevard, Los Angeles CA, 90027 in CD 13; for 2377 Midvale Avenue, Los Angeles, CA 90064 in CD 5; for Master Leasing (Citywide); for 10864 Rochester Avenue, Los Angeles, CA 90024 in CD5; for 7253 Melrose Avenue, Los Angeles, CA 90046 in CD5; for 503 San Fernando Rd. in CD1; for 7724 Van Nuys Blvd in CD2; for 8358 San Fernando Rd. in CD6; for 1933 Magnolia Ave. in CD1; and for 17445 Ventura Blvd. in CD4

Interim Housing

No.	Performance Target Details	Target Goal
1.	Exited to Permanent Housing	20%
2.	Occupancy Rate	95%
3.	Data Accuracy in HMIS	95%

B. SAFE PARKING

1. PROJECT DESCRIPTION

In the City of Los Angeles, there are thousands of homeless individuals who are living in their vehicles. Vehicles provide a sense of security for some homeless individuals. Throughout the City, several areas designated by ordinances do not allow for overnight vehicle parking. As a result, homeless individuals living in their vehicles must move repeatedly or face the risk of citations and towing. The lack of safety and stability for individuals living in their vehicles hinders their path to self-sufficiency and housing. To help alleviate this issue, LAHSA has established a countywide Safe Parking Program that allows for overnight parking at predetermined locations for homeless individuals and/or families who currently dwell in their vehicles. Safe Parking programs further the concept of "No Wrong Door," as the program can be used to connect homeless individuals to housing, service providers, and case management services, including the Coordinated Entry System (CES). The Safe Parking sites will be located throughout the City. The Project will serve eligible clients who meet the following criteria:

- Individuals residing within 500 feet of a freeway underpass, overpass, or ramp
- Persons experiencing homelessness who are 65 years of age or older
- Persons experiencing homelessness who are otherwise vulnerable to COVID-19

a. 7136 Darby Avenue Safe Parking in Council District 3

The parking lot owned by the Department of Transportation located at 7136 Darby Avenue was proposed for the use of Safe Parking services provided by Safe Parking LA. Funding for this site was added 6/18/24 to provide 25 parking spaces to people experiencing vehicular homelessness, but the funding was subsequently subtracted 12/13/24. Therefore, Metrics Collected and Project Outcomes will not be required for the term June 24, 2024 through June 30, 2025.

2. UNDUPLICATED CLIENTS TO BE SERVED

This site will serve 0 unduplicated homeless households living in their vehicles.

3. METRICS COLLECTED

Not applicable

Note that all data points listed below would be provided to LAHD on a Quarterly basis:

i. Number and percentage of Clients that are Document Ready
ii. Number and percentage of Clients that are connected to Housing Navigation
iii. Number and percentage of clients that are connected to Time Limited Subsidy
iv. Number and percentage of clients that are receiving Housing Case Management services at the IH site
v. Average and Median time to Housing Connection: Housing Navigation TLS, CM at IH
vi. Number and percentage of enrollments into TLS with a move-in date
vii. Number and percentage of enrollments into PSH with a move-in date
viii. Number and percentage of exits to a PH destination
ix. Average and Median time to exit
x. Number and percentage of exits to temporary housing
xi. Number and percentage of exits to unsheltered homelessness
xii. Number and percentage of exits to institutions - Criminal
xiii. Number and percentage of exits to institutions - Medical
xiv. Number and percentage of exits - deceased
xv. Number and percentage of exits to unknown

4. PROJECT OUTCOMES

Safe Parking		
No.	**Performance Target Details**	**Target Goal**
1.	Exited to Permanent Housing	10%
2.	Occupancy Rate	95%

C. ALLIANCE TIME-LIMITED SUBSIDY (TLS) PROGRAM

1. PROJECT DESCRIPTION

The Alliance Time-Limited Subsidy (TLS) Program connects households experiencing homelessness with up to 24 months of rental assistance and targeted supportive services, problem solving and resource navigation, and case management. The Alliance TLS Program assists households through tailored support to address practice and immediate challenges, build household

income, and build and implement a plan to sustain permanent housing after the conclusion of 24 months of a time-limited rental subsidy through the program. As described below, households in each of the three Program Tracks will be supported to increase their contributions toward rent (thereby reducing subsidy) over the course of the 24 months in the program. By the 90th day in the program, service providers should work with households to complete a customized permanent housing plan and households should be ready to begin contributing an appropriate portion of their income to rent (this amount should be set in the customized housing plan).

The Contractor will administer a redesigned Alliance TLS Program and select and manage service provider sub-contractors to deliver services to participating households, with a case management model designed to help households get the appropriate health and financial support they need to bridge to permanent housing.

Beginning in 2026, the City of Los Angeles will significantly increase its investment in the TLS Program, with the goal of redesigning the program so it functions as a more intentional, sustainable, and effective bridge to appropriate, affordable housing and support for participating households. The Alliance TLS Program was approved by the City Council and the Mayor to meet the City's Alliance Settlement Agreement obligations of creating 2,000 new homelessness interventions by June 13, 2027. Program service requirements and implementation milestones may be subject to change based on court-ordered compliance requirements pursuant to the Alliance Settlement Agreement.

1. **Program Tracks**

The redesigned program will have three distinct pathways or tracks to bridge participants to permanent housing, each with its own distinct case management and support model:

1. **Independent Housing to Build Income**: Households that can build income and rent contributions will receive up to 24 months of rental subsidies and intentional, intensive case management to (1) build income, including through enrollment in benefits for which the household qualifies, or connect to appropriate employment and wrap-around services and (2) problem solve to develop a permanent, independent housing plan, which could include taking over the full cost of their lease, shared housing, or other appropriate strategies.

    a. *Goal: Gradual increase in rental contributions over the course of the 24 months of program participation, working toward independent housing (e.g., taking over the full cost of the*

household's lease after exiting the program or moving into another form of independent housing, such as shared housing).

2. **Long-term Affordable and/or Subsidized Housing for Fixed Income**: Households that are likely to receive a fixed income for the foreseeable future will be paired with up to 24 months of rental subsidies and intentional, intensive case management to help them (1) enroll in all benefits for which they qualify, to max out household income; and (2) navigate the complex affordable housing waiting list landscape in the Los Angeles region, signing up for every possible building or resource for long-term affordable or subsidized housing for which they qualify (e.g., subsidized senior housing).

    a. *Goal: Increase to rental contributions that equate to 30% of household income over the course of the 24 months of program participation, with intensive case management to help the household sustain subsidized housing (either in their current home with a shallow subsidy or in another appropriate subsidized unit) after exiting the program.*

3. **Intensive Case Management Services for High Acuity**: Households that are assessed as having highly acute health needs will be paired with up to 24 months of rental subsidies along with (1) intentional, intensive case management services to help them apply for and navigate the process of securing long-term support through a permanent supportive housing program or other appropriate acute care and rental subsidy program, and (2) meaningful, ongoing access to onsite physical and behavioral healthcare.

    a. *Goal: Increase to rental contributions that equate to 30% of household income over the course of the 24 months of program participation, with intensive case management to help the household sustain subsidized housing and intensive services (e.g., tenant-based or project-based permanent supportive housing or other appropriate program) after exiting the program.*

If participants are able to transition to permanent housing before spending 24 months in the program, providers should support this transition (e.g., if a household matches to permanent supportive housing or a permanently affordable home for which they qualify).

2. **Program Components**

As part of the redesigned Alliance TLS Program, the City will fund and the Contractor will administer a program that includes the following changes:

1. **Unit identification**: The new program will leverage bulk purchasing power to negotiate agreements with landlords to rent pools of rent-reasonable units through this program. The City will be contracting with LAHSA, who will then contract with the fiscal agent, to negotiate with landlords and develop a pool of rent reasonable units for this program

2. **Intentional on-boarding before participants are housed through this program:** The Contractor will sub-contract with at least one housing navigation provider, funded by a different source, to provide approximately 30 days of onboarding work with households who have been referred to the City-funded TLS Program to help them locate an appropriate rent-reasonable home and understand and agree to the program terms before they move into their new home.

3. **Pairing people with their new home**: Before entering the program, participants should be paired with a unit that is rent reasonable, drawing from the pool of rent reasonable units built through bulk negotiation and other market-rate units as needed. For each participating household, rent reasonableness will include: (1) rent that is within Fair Market Rent levels for the household size; (2) rent that is at a level that positions the participating household to assume and sustain their lease, whether fully covering the costs of rent or assisted with a subsidy, after the 24 months of program participation. The Contractor will work with the City to develop an ongoing strategy to support access to homes in different neighborhoods across the City.

4. **Communicating and agreeing to program terms before move in**: Before being housed through the Alliance TLS Program, participants should meet with a TLS case manager, so the case manager can clearly communicate the term (24 months) and goals (gradually increase rent contributions and bridge to permanent housing, which could include reuniting with family, moving into shared housing, or other creative strategies) of the program. Case managers should also discuss with participants the services and support that will be available to them to help them meet their permanent housing goals (e.g., weekly case management, support with benefit enrollment and connection to employment, as appropriate). Participants should agree to and sign a document that says they understand and commit to the program's terms and goals, and will work toward the specific housing plan developed for them as part of their assignment to a specific housing track, before being housed through the Alliance TLS Program. Case managers will regularly revisit this plan with participants and update the permanent housing plan, as needed,

based on changing financial, safety, and health needs. The City's intent is to contract directly with a central fiscal agent, to pay participants' rent and to maintain records verifying rental payment and tenancy.

3. **Required Services**

The Contractor will refer, on-board, enroll, lease, and service up to 2,000 TLS slots by providing housing-focused supportive services for at least 2,000 unduplicated eligible participants by April 1, 2027, and retain 2,000 active participants until June 13, 2027. The Contractor will work with the central fiscal agent to ensure timely, monthly rental payments for participating households.

1. Program Referrals

The City-funded Alliance TLS Program will serve people experiencing homelessness within Los Angeles city limits. Referrals into the program may be made from City-funded interim housing or through other pathways, as agreed to in writing between LAHD and the Contractor. Existing TLS clients cannot be placed into new Alliance TLS slots funded through this agreement; all participants in this program must be new TLS clients who are Alliance-eligible. The services component of the Alliance TLS Program will have service providers focus on case management and client services with a case management ratio of 1:20 plus program manager.

2. Role of the Central Fiscal Agent

On an ongoing basis, beginning in Spring 2026, the City will be contracting with LAHSA, who will then contract with a central fiscal agent (Housing Operations and Management, Inc. (HOM)), which will work to build a pool of rent reasonable units, through bulk negotiation with landlords and inspection of homes, that can be used to support new participants in the Alliance TLS Program. The central fiscal agent will research property ownership and conduct other measures to prevent fraud. For all households participating in the Alliance TLS Program, the central fiscal agent will make direct payments of rental subsidies to landlords for security deposits and for rent due at the first of every month, and for utility deposits and utility payments. Expectations, required services, and data collection and reporting requirements for the central fiscal agent will be described in the City's contract with the central fiscal agent.

3. Participant Enrollment Procedures

During the 30 days after a referral to the program is accepted and before a participating household moves into their new rent-subsidized home, the Contractor will ensure that sub-contracted service providers:

a. Conduct an in-person housing navigation enrollment with referred clients at the interim housing site where they reside at the time of program match, refer participant to the City's central fiscal agent, and conduct weekly unit viewings once the participant receives TLS Authorization from the City's central fiscal agent. To further these activities, the provider will:

   i. Determine rent reasonableness and a housing search plan for the specific household, based on an assessment of household health and financial needs;
   ii. Conduct an assessment of household safety and connect the household to appropriate safety planning and support, as needed;
   iii. Clearly communicate the term (24 months) and goals (gradually increase rent contributions and bridge to permanent housing) of the program. Navigators should also discuss with participants the services and support that will be available to them to help them meet their permanent housing goals (e.g., weekly case manager, support with benefit enrollment and connection to employment, as appropriate). Clients should then be offered a standardized program agreement that lays out these terms; participants should be asked to consent to these terms and sign the agreement before they are able to formally enroll in the program and move into their new subsidized home.
   iv. Support moving into their new home. Navigators will show referred households approximately three unit choices that meet their needs and rent reasonableness standards, and encourage participants to select one of these options. Once the household selects their new home, the navigator and assigned TLS case managers will then help finalize the lease and move in plan, including helping with eligible moving costs, furniture, and utilities. The Contractor should implement this approach in a way that avoids unnecessary bottlenecks and inefficiencies; for example, units should not be held for specific applicants.

During the first 90 days after a participating household is housed through the program, the Contractor will ensure that sub-contracted service providers:

b. Conduct at least bi-weekly in-person case management meetings with participating households to:

   i. Support household members in adjusting to and stabilizing in their new home, including move in expenses
   ii. Support for resolution of any landlord/tenant issues, if necessary
   iii. Verify household income
   iv. Assess eligibility for and assist the household in beginning the process of applying for / enrolling in all applicable health, social service, and stability benefits (e.g., food support, MediCal) and make health and behavioral healthcare referrals as needed
   v. Conduct a household and financial need assessment to determine the appropriate program track (independent housing, fixed income, or intensive services and subsidy)
   vi. Build an initial permanent housing plan, in partnership with household members, that includes:

      1. Setting the household's initial rent contribution, to take effect no later than month four (4)
      2. A planned schedule for rent contributions over the course of program participation, with a goal of increasing to cover the full cost of rent for the independent housing track and increasing to 30% of household income for the fixed income and intensive subsidy and service needs tracks. This schedule would clearly communicate to the participating household when the tenants need to pay rent, how much each party is responsible for contributing to rent each month, and how rent should be paid.
      3. Initial strategies for income and rent contribution growth

During participating households' remaining tenure in the program (approximately 21 months), the Contractor will ensure that sub-contracted service providers:

c. For all programmatic tracks, continue case management (at least weekly in-person for households that are "off track" on their permanent housing plan and at least twice per month for households that are "on track") to:

   i. Support the household in implementing their permanent housing plan, including increasing rent contributions and adjusting the plan quarterly as needed

1. Income and health acuity should be assessed and documented in HMIS quarterly
2. Case managers should support households in transitioning to other program tracks as necessary and appropriate, based on shifting household needs. Shifting from one track to another will not reset the 24-month program duration per household; instead, case managers should work with households who shift tracks to develop a revised permanent housing plan that takes into account the months remaining in the program.

ii. Support de-escalation and resolution of landlord/tenant issues, as needed
iii. Ensure benefit enrollment (or re-enrollment) and document readiness are on track, completed, and up-to-date, as needed
iv. Assess if moving to another unit or program is needed to address affordability, safety or health needs
v. Monitor and assess household safety; connect the household to appropriate safety resources and services, as needed

d. For the bridge to independent housing track:

i. Case managers should also support participating households to increase their income, connect to employment opportunities or supportive employment programs, as appropriate for the participant

e. For the fixed income track:

i. Case managers should also support participating households in navigating and applying for all subsidized permanent housing opportunities for which they are eligible (e.g., all subsidized senior housing buildings)

f. For the intensive service and subsidy needs track:

i. Case managers should also provide intensive health and behavioral health support, on an ongoing basis and as needed by each household
ii. Case managers should help households navigate the process of applying for permanent supportive housing or other appropriate resources

D. Sub-Contracting Expectations

The Contractor will activate and execute all subrecipient contracts under this agreement within thirty (30) days of execution of this agreement or within thirty (30) days of funding being added to this agreement. For subrecipient agreements with a start date established in accordance with the project ramp-up schedule that occurs later than such thirty (30) day period, execution shall occur no later than the agreed-upon start date set forth in the applicable subrecipient agreement.

The Contractor will provide monthly reports to LAHD on:

- Number of total subrecipient agreements (in process and activated)
- The number of days between the execution of this agreement (or addition of funding to this agreement) and activation of sub-agreements
- The total number of invoices received from sub-contractors for the City-funded TLS program and the total amount invoiced, by fiscal year
- The total number of invoices from sub-contractors for the City-funded TLS program that have been paid by LAHSA and the total amount paid, by fiscal year

1. Sub-Contractor Selection

The Contractor will implement an expedited, objective process to select sub-contractors for the Alliance TLS Program, completed quickly enough to execute sub-contracts and begin services by April 1, 2026. Threshold review for subcontractors shall be reviewed by a secondary internal panel made up of the Contractor's employees at the Associate Director level or higher. The Contractor's selection process for sub-contracted service providers should ask applicants to demonstrate:

a. Capacity to take on new program enrollees, including capacity to offer 1:20 case management ratios, in line with the anticipated ramp up schedule for this program

b. Current partnership with the central fiscal agent, or a commitment to work with the central fiscal agent

c. Strong programmatic outcomes and case management scores in prior implementation of the time limited subsidy program over the past two fiscal years, including:

    i. Exits to permanent housing above 65% of all program exits and exits to unknown or unhoused locations below 15% of all program exits

ii. Housing Acuity Index completion rate above 80% for all program participants
iii. Income information for at least 80% of program participants

d. Strong data quality scores, as measured by the Contractor's data quality Key Performance Indicators (KPIs)

e. Interest in and ability to provide services under one of the three housing tracks within the City's redesigned program:

i. For providers interested in the intensive subsidy and services track, they should be asked to demonstrate institutional capacity to provide intensive health and behavioral health services and case management to people with acute needs (this could include experience with and capacity to deliver the program model described in the Intensive Case Management Services Scope of Required Services)
ii. For providers interested in the fixed income housing track, they should be asked to demonstrate institutional capacity to help households navigate and secure affordable and subsidized housing
iii. For providers interested in the independent housing track, they should be asked to demonstrate institutional capacity to support income growth, including connect program participants to employment programs and opportunities

E. Reporting Expectations

The Contractor will collect data for all administered, City-funded TLS services and submit performance data to LAHD consistent with the schedule in section V. Reporting of Project Activities for the performance measures related to TLS that was approved by City Council in August 2025, per Council File 25-0576. The Contractor may be requested to gather and report on additional metrics by LAHD, as necessary, pursuant to court-ordered reporting requirements of the Alliance Settlement Agreement. Any additional requests will be submitted to the Contractor in writing with clear definitions of the requested additional metrics and at least thirty (30) days to respond to the request. Such requests are limited to metrics that can be calculated using available HMIS, Central Fiscal Agent, or provider-level financial data.

Contractor's obligation to comply with the reporting requirements is contingent upon the completion of the following, whichever occurs later: (i)

approval of the Assessment Policy by the City and Contractor. The Assessment Policy will assign participants into one of the three Program Tracks and allow case managers to develop a tailored permanent housing plan to determine what level and type of services the participant should receive.; and (ii) full execution of the contract between the central fiscal agent and the City.

Contractor shall begin complying with the reporting requirements ninety (90) days after the later of these events.

Additionally, the City will be contracting with a central fiscal agent to collect the following:

- Rent owed to landlord (monthly)
- Household expected rent contribution, in housing plan (monthly)

The Contractor's subcontracted service providers should work with the central fiscal agent on a monthly basis to determine whether households are on track to meet their income and rent contribution goals in their housing plans.

A central fiscal agent will be contracted with the City to share aggregate monthly reports with the Contractor and the City that include:

- Distribution of participants' unit rent
- Distribution of participants' rent contributions (as a dollar amount, as a percentage of unit rent, and as a percentage of income)
- Description of units used in this program (geographic distribution; size; landlord/management company, etc.)

Additionally, the Contractor will:

- Make dashboards containing de-identified performance data related to City-funded TLS services available to the City
- Provide technical assistance to sub-contractors to assist them in data entry and documentation
- Develop and implement accountability measures in all sub-contracts to encourage complete, quality data entry
- Make requested presentations to City Council, the City's Homeless Strategy Committee, and other City leaders, as needed, on program performance

F. Program Administration

1. Administrative Costs

The program will provide funding to the Contractor for administrative costs at 10 percent of the service provider Alliance TLS Program allocated slots from March 1, 2026 through February 28, 2027.

2. Expectations

The Contractor will conduct data-driven programmatic oversight on an ongoing basis, to problem solve with providers and actively manage them to support strong performance, and to adjust the program model, provide technical assistance, and implement accountability strategies as needed to support effective implementation. The Contractor's programmatic and financial leadership will meet regularly (at least monthly) with representatives from LAHD to:

- Discuss programmatic performance issue, elevate issues, and recommend strategies to improve performance;
- Discuss programmatic spending and any issues related to payments or contracting; and
- Elevate decisions needed from the City.

As administrator of this program, the Contractor will develop and validate assessments needed to support this program, including a comprehensive assessment of a household's financial and health needs (in partnership with the central fiscal agent), a rubric to guide assignment into one of the three housing tracks included in this program, a rubric to guide case managers in determining rent reasonableness for participating households, and a rubric for case managers to use in building and implementing a permanent housing plan for all participating households. Each of these new tools should be discussed with and authorized by LAHD before they are implemented. The Contractor should provide continuous training and technical assistance to support all subcontracted service providers in the effective use of these tools.

2. UNDUPLICATED CLIENTS TO BE SERVED

New households will be enrolled into this program, receiving rental subsidies and services, beginning as early as March 2026. The Contractor, in partnership with the central fiscal monitor, will house and provide services to approximately 150 new households per month, ramping up to a total of approximately 2,000 households. All participating households will receive one month of onboarding support on-site at the interim housing site where they are residing at the time of match to the program and then 24 months of case management and rental subsidies through this program. The Contractor will monitor the pipeline and will notify the City, so the City and Contractor can discuss if the prioritization criteria need to be adjusted to better align with the number of permanent

supportive housing opportunities in the pipeline or expected to become vacant within LA City limits in the coming two years.

During the month of June 2027, at least 2,000 households will be provided rental support and services through the Alliance TLS Program. For any "slots" (defined as a rental subsidy and services serving one household) that are vacated because a household leaves the program prior to June 13, 2027, Contractor, in partnership with the central fiscal agent, will work to fill the slot with a new eligible household and provide 24 months of rental subsidy and services to this new eligible household.

3. METRICS COLLECTED

1. Number of cumulative and actively housed participants, by programmatic track, by the end of each reporting period.
2. Number and percentage of participants who increase income from all sources.
3. Number and percentage of participants who exit the TLS program to another subsidy type by the end of the reporting period.
4. Number and percentage of participants who exit the TLS program without a subsidy by the end of the reporting period.
5. Number and percentage of participants who remain enrolled and do not exit the TLS program in the first year.
6. Number and percentage of participants who remain enrolled in the TLS program longer than 24 months.

4. PROJECT OUTCOMES

No.	Performance Target Details	Target Goal
1	Households leased up in a unit that meets applicable standards of rent reasonableness	100%
2	Households with signed program agreement before lease up	100%
3	After 90 days of enrollment, households completed a health and financial assessment, and assigned to programmatic track	95%
4	After 90 days of enrollment, households have an initial permanent housing plan	95%
5	After 12 months of enrollment, households meet all goals and expectations of permanent housing plan	75%
6	After 12 months of enrollment, households increased or meet their expected rent contributions	95%
7	After 24 months of enrollment in Work Ready Track, households increase rent contribution to assume the full cost of rent and exit to permanent housing	75%

8	After 24 months of enrollment in Fixed Income Track and High Acuity Track, households increase rent contributions to 30% of income and exit to permanent housing	75%
9	Exits to unknown destinations or destinations not fit for human habitation	15%

In addition, the following program milestones should be achieved by target date:

Date	Milestone
September 1, 2026	At least 600 new households are leased up and moved into new TLS-subsidized homes.
January 1, 2027	At least 1,500 new households are leased up and moved into new TLS-subsidized homes (and all vacant slots have been filled with 1,500 active participants)
April 1, 2027	At least 2,000 new households are leased up and moved into new TLS-subsidized homes (and all vacant slots have been filled with at least 2,000 active participants)

Project outcomes, program requirements, and/or program milestone deadlines may be subject to change based on court-ordered compliance requirements/deadlines of the Alliance Settlement Agreement.

D. TINY HOME VILLAGE FURNITURE, FIXTURES, AND EQUIPMENT (FFE)

1. PROJECT DESCRIPTION

Provides on-time HHAP-4 funding through June 30, 2026 for Furniture, Fixtures, and Equipment (FFE) at Tiny Home Village (THV) sites located at 503 San Fernando Rd. in CD1 (64 beds), 7724 Van Nuys Blvd in CD2 (100 beds), and 8358 San Fernando Rd. in CD6 (208 beds).

E. TRANSITIONAL AGE YOUTH (TAY) INTERIM HOUSING

1. PROJECT DESCRIPTION

Provides HHAP-3 funding for continued operations for interim housing TAY beds through June 30, 2027

V. REPORTING OF PROJECT ACTIVITIES

A. For non-Alliance TLS Program work, Contractor shall receive quarterly reports from its subcontractors and submit a quarterly report to the City within 45 days of the end of the quarter. The report shall include participant demographics, number of participants served during the reporting period and number of participants

served to date, as well as the other metrics noted in the "Data Collected" sub-sections associated with the larger Program Component sections detailed throughout this Scope of Work. Whenever appropriate, the report shall be accompanied by a narrative describing any issues or barriers experienced in implementing the project.

B. For Alliance TLS Program work, Contractor shall comply with the TLS reporting expectations outlined in Alliance TLS Program Section C.1.E of this Exhibit.

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

D. Reports shall be submitted according to the following schedule. Contractor may request an extension; however, it is not deemed approved until the City provides a written approval.

2022-2023 QUARTER	REPORTING PERIOD	SUBMISSION DATE TO LAHD
First	July 1, 2022 - September 30, 2022	October 31, 2022
Second	October 1, 2022 - December 31, 2022	January 31, 2023
Third	January 1, 2023 - March 31, 2023	April 30, 2023
Fourth	April 1, 2023 - June 30, 2023	July 31, 2023

2023-2024 QUARTER	REPORTING PERIOD	SUBMISSION DATE TO LAHD
First	July 1, 2023 - September 30, 2023	November 15, 2023
Second	October 1, 2023 - December 31, 2023	February 15, 2024
Third	January 1, 2024 - March 31, 2024	May 15, 2024
Fourth	April 1, 2024 - June 30, 2024	August 15, 2024

2024-2025 QUARTER	REPORTING PERIOD	SUBMISSION DATE TO LAHD
First	July 1, 2024 - September 30, 2024	November 15, 2024
Second	October 1, 2024 - December 31, 2024	February 15, 2025
Third	January 1, 2025 - March 31, 2025	May 15, 2025
Fourth	April 1, 2025 - June 30, 2025	August 15, 2025

2025-2026 QUARTER	REPORTING PERIOD	SUBMISSION DATE TO LAHD
First	July 1, 2025 - September 30, 2025	November 15, 2025
Second	October 1, 2025 - December 31, 2025	February 15, 2026

Third	January 1, 2026 - March 31, 2026	May 15, 2026
Fourth	April 1, 2026 - June 30, 2026	August 15, 2026

2026-2027 QUARTER	REPORTING PERIOD	SUBMISSION DATE TO LAHD
First	July 1, 2026 - September 30, 2026	November 15, 2026
Second	October 1, 2026 - December 31, 2026	February 15, 2027
Third	January 1, 2027 - March 31, 2027	May 15, 2027
Fourth	April 1, 2027 - June 30, 2027	August 15, 2027

VI. COMMUNITY LINKAGES

Contractor shall maintain linkages with other community-based organizations, social service agencies, schools, law enforcement agencies, community volunteers and similar groups as appropriate to meet the objectives of this Agreement. The Contractor shall utilize these resources for the development of workshops and client referrals.

VII. ACCOUNTING SERVICES

The Contractor shall maintain records for every expenditure incurred directly or indirectly by this Agreement and shall include, but not to be limited to, documentation of all budgeted expenditures, e.g.: timecards, requisitions for payment, rentals, leases, invoices, and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the Contractor. Such records shall be maintained in a file and be made available for examination in accordance with §602, Maintenance of Records, and §608, Audits and Inspections.

VIII. EQUIPMENT ACCOUNTABILITY

The Contractor shall assure that all non-expendable equipment purchased with funds provided by previous Agreements between the City and the Contractor, and any subsequent amendments thereto, and all such equipment having a City identification decal affixed to it and listed on the City's equipment inventory record card, together with all non-expendable equipment purchased under the terms of the Agreement, shall remain under the control of the Contractor during the term of this Agreement.

IX. ATTENDANCE AT CITY MEETINGS AND/OR TRAINING SESSIONS

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

EXHIBIT H
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 the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 *et seq.* (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

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 the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.

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

D. Rights to Data

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

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, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

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

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

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

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

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this

Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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 City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

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 City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.

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 City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

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 City/State a license for devises or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

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 City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section G above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

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 City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or

hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

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

L. Intellectual Property Indemnity

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

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

3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief,

including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

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

EXHIBIT I

SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.

2. Subcontracts entered into in the performance of this Agreement shall:

   a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

   b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

   c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.

4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.

5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.

6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.

   a) Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.

   b) Responsibilities:

      (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:

         (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and

         (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.

(3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.

(4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.

(5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.

(6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.

(7) The Contractor shall keep records sufficient to ensure that funds have not been spent unlawfully.

(8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.

(9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing https://www.sam.gov/SAM/. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

(10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.

(11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.

(12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:

i. Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to ensure compliance with these procurement rules;

ii. Develop a standard worksheet or 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 the City for purchases of personal property (other than supplies) using Agreement funds.

(17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.

(18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not been implemented, then the service provider shall be barred from receiving any future City funds.

(19) Participation of Minorities, Women, Disadvantaged and Small Businesses

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

(20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

(21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

(22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications

equipment or services. As described in §889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

i) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
ii) Procure or obtain, extend or renew a contract to procure or obtain;
iii) Enter into a contract (or extend or renew a contract) to procure; or
iv) Obtain the equipment, services, or systems.

c) Cost or Price Analysis:

(1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

d) Awarding of Agreement/Contract

(1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

(2) The City/Contractor and its contractors/subcontractors shall identify barriers to small business creation, development and growth, and make reasonable efforts to promote business creation and growth, in addition

to making 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 child care policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractor with an approved child care policy.

(4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e) Funding Restrictions for High-Risk Contracts

(1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:

(a) Has a history of unsatisfactory performance;

(b) Is not financially stable;

(c) Has a management system that does not meet the management standards set forth in this part; or

(d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.

(2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractor, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:

(a) Use of reimbursements rather than advances or payment upon completion of the project;

(b) Requiring additional and/or more detailed financial or performance reports;

(c) Additional monitoring;

(d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or

(e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).

(3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:

(a) The nature of the funding restriction(s);

(b) The reason(s) for imposing them;

(c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;

(d) The method of requesting reconsideration of the restrictions imposed; and

(e) Additional prior approvals.

f) City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §601B of this Agreement.

g) Methods of Procurement

(1) Contractor shall conduct procurement in a manner that provides full and open competition. 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.

(2) Prior to entering into any purchase of equipment, supplies or services, Contractor shall follow these procedures:

(a) Micro Purchase: Consistent with 2 CFR 200.320 and 48 CFR Subpart 2.1, micro-purchases are acquisitions of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold. Micro purchases are made from vendors for goods or services up to $15,000.

(i) The City may establish and increase the micro-purchase threshold up to $50,000 in accordance with 2 CFR §200.320. The micro-purchase threshold used by the Contractor must be authorized by the City and not prohibited under State and/or local laws or regulations. A Contractor who is deemed low-risk by the City and/or Grantor may qualify for micro-purchases up to $50,000 on an annual basis upon written approval and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with §200.334 [2 CFR 200.320(a)(iv)]. This procedure shall include a self-certification that must provide for a justification, clear identification of the threshold, and supporting documentation of any of the following:

(ii) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(iii) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(iv) For public institutions, a higher threshold is consistent with State law.

(b) Simplified Acquisition: Simplified acquisition purchases are made from vendors for goods or services above $15,000 and up to $350,000.

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 simplified acquisition purchases, at least three (3) bids must be received by the Contractor. The bid process and bids received must be documented. 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) Formal Procurement of Purchases and/or Services Over $350,000

Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition purchase procedures, including contract modifications to determine that the expenditure is reasonable. 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) 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.

(vii) 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 is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Procurement by noncompetitive proposals for contracts that only include City general purpose funds shall comply with Los Angeles Administrative Code §10.15 and Los Angeles Charter §371, incorporated herein by reference.

(f) Contract Provisions

(1) All contracts between City and contractors/subcontractors and vendors must contain at a minimum the following provisions:

(i) Specific deliverables and the basis for payment;

(ii) Provisions requiring compliance with the Emergency Services Grants (ESG) program including, but not limited to other funding source regulations;

(iii) Provisions that describe remedies for breach;

(iv) Provisions that describe ESG and other funding sources patent and copyright rules;

(v) Provisions for termination for cause and convenience;

(vi) Access to records for audit purposes;

(vii) Audit requirements;

(viii) Provisions for payment and delivery;

(ix) Provisions describing contract amendment procedures;

(x) Provisions against assignment;

(xi) Provisions for equal opportunity and non-discrimination;

(xii) Provisions prohibiting conflicts of interest.

(g) Competition

(1) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded

from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;

(ii) Requiring unnecessary experience and excessive bonding;

(iii) Noncompetitive pricing practices between firms or between affiliated companies;

(iv) Noncompetitive contracts to consultants that are on retainer contracts;

(v) Organizational conflicts of interest;

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

(2) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

Exhibit

HHAP-1 Grant Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00032	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

City of Los Angeles - Office of the City Administrative Officer

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

$117,562,500.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	1-6
	Exhibit B	Budget Detail and Payment Provisions	7-11
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ -	Exhibit D	Special Terms and Conditions	22
+ -	Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles - Office of the City Administrative Officer

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main Street Ste. 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Richard H. Llewellyn, Jr.	City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	April 27, 2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-HHAP-00032	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services, and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	5/14/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services and Housing Agency.

(b) "Applicant" means a continuum of care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

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EXHIBIT A
SCOPE OF WORK

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

Homeless **Housing, Assistance and Prevention**
Standard Agreement

EXHIBIT A
SCOPE OF WORK

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars ($650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

A. Rental assistance and rapid rehousing.
B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT A
SCOPE OF WORK

E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
G. Prevention and shelter diversion to permanent housing.
H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
   i. The number of available shelter beds in the city, county, or region served by a continuum of care.
   ii. Shelter vacancy rate in the summer and winter months.
   iii. Percentage of exits from emergency shelters to permanent housing solutions.
   iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	200 N. Main Street, Ste. 1500 Los Angeles, CA 90012
CONTRACT MANAGER	Amber Ostrander	Meg Barclay 20-HHAP-00032
PHONE NUMBER:	916-651-7995	323-251-1416
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	meg.barclay@lacity.org

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Homeless Housing, Assistance and Prevention
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EXHIBIT A
SCOPE OF WORK

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:
- Grantees that are counties must contractually obligate 100 percent of their full program allocations on or before **May** 31, 2023.
- Grantees that are cities or continuums of care must contractually obligate no less than **50** percent of program allocations on or before **May 31, 2023.**

Cities or continuums of care that contractually obligate less than 50 percent or program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B).

C. Full Expenditure of HHAP Grant Funds
- All HHAP grant funds (100 **percent)** must be expended by June **30,** 2025. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

A. Request for Funds Form (RFF)
B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
C. Data Use Agreement (continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
   (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
   (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.

C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.

D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

Homeless Housing, Assistance and Prevention
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.
If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

Homeless Housing, Assistance and Prevention
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.

C. Approval from HCFC must be obtained prior to obtaining reimbursement.

D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects:
(1) The number of available shelter beds in the jurisdiction;
(2) The shelter vacancy rate in the summer and winter months;
(3) The percentage of exits from emergency shelters to permanent housing solutions; and
(4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

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Homeless Housing, Assistance and Prevention
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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

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Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement
Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds
This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Homeless Housing, Assistance and Prevention
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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines
By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements
The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a).This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.

2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.

3. The types of housing assistance provided, broken out by the number of individuals.

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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing
Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection
The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

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

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

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND CONDITIONS

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.

2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).

3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).

4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.

5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

Homeless Housing, Assistance and Prevention
Standard Agreement

EXHIBIT E
GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Exhibit

HHAP-2 Grant Agreement

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00025	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
City of Los Angeles

2. The term of this Agreement is:

START DATE
Upon BCSH approval

THROUGH END DATE
06/30/2026

3. The maximum amount of this Agreement is:
$55,575,000.00 (Fifty Five Million Five Hundred Seventy Five Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main St., Suite 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Matthew W. Szabo	City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
08/09/21

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00025	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350-A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) **Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) **Purpose**

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this

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funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) **Definitions**

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services, and Housing Agency.

(b) "Applicant" means a Continuum of Care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

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(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

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d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

(i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

(ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

(iii) Shelter vacancy rate in the summer and winter months.

(iv) Percentage of exits from emergency shelters to permanent housing solutions.

(v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

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	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	200 N. Main St., Suite 1500 Los Angeles, CA 90012
CONTRACT MANAGER	Victor Duron	Yolanda Chavez
PHONE NUMBER:	(916) 510-9442	(213) 473-7522
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	yolanda.chavez@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) Contractual Obligation:

i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**

ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

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Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **Budget Detail & Changes**

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

a) Budget Changes
   i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.

   ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) **General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D

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- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) **Disbursement of Funds**

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) **Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:

   i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.

   ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.

d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

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obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.

f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

g) HHAP-2 funds shall be expended by June 30, 2026

h) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) **Ineligible Costs**

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

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HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**
Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**
Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting/Audits**

a) **Annual Reports**
By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) **Expenditure Reports**
In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) **Reporting Requirements**
i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, *and the* Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.

iv) HCFC may require additional supplemental reporting with written notice to the Grantee.

v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

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ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**
HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) **Record Retention**
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**
Breach of this Agreement includes, but is not limited to, the following events:

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i) Grantee's failure to comply with the terms or conditions of this Agreement.
ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

i) Bar the Grantee from applying for future HHAP funds;
ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to Agency are cumulative and not exclusive.

d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

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(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

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general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i) The dangers of drug abuse in the workplace;
   ii) Grantee's policy of maintaining a drug-free workplace;
   iii) Any available counseling, rehabilitation, and employee assistance program; and
   iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i) Will receive a copy of Grantee's drug-free policy statement, and

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ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

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The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.

2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

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necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.

6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19

8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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Exhibit

HHAP-3 Grant Agreement

HHAP-3 Grant Agreement

Initial Disbursement

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-10002	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Los Angeles

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

10/1/2026

3. The maximum amount of this Agreement is:

$28,728,000.00 (Twenty Eight Million Seven Hundred Twenty Eight Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	8
	Exhibit B	Budget Detail and Disbursement Provisions	2
	Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	8
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	State of California General Terms and Conditions	1
+ -	Exhibit F	Standard Agreement to Apply	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main St. Suite 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Patricia J. Huber	Assistant City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

Patricia J. Huber

Digitally signed by Patricia J. Huber
Date: 2022.01.07 09:06:13 -08'00'

DATE SIGNED

01/07/2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-10002	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350-A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Patricia J. Huber Digitally signed by Patricia J. Huber Date: 2022.01.07 09:06:38 -08'00'	01/07/2022		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Initial Disbursement Contract for Funds

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Initial Disbursement Contract for Funds along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Standard Agreement to Apply signed and submitted by the Grantee (Exhibit F), and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide

to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness in their planning efforts.

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, a Standard Agreement to Apply was submitted by the Grantee for the initial disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

a) "Agency" means the Business, Consumer Services, and Housing Agency.

b) "Applicant" means a Continuum of Care, city, or county.

c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that this initial disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below, and that in order to receive the remaining balance of its HHAP-3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

The Grantee may expend this initial disbursement of funds to complete the local homelessness action plan, required by HSC § 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

For funds not spent on the Grantee's homelessness action plan, priority for these initial funds shall be for systems improvement, including, but not limited to, all of the following:

A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

B) Funding existing evidence-based programs serving people experiencing homelessness.

C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

D) Improving homeless point-in-time counts.

E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

For any remaining funds not spent on the Grantee's homelessness action plan or systems improvement, the Grantee shall expend funds on existing evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii) Shelter vacancy rate in the summer and winter months.

iv) Percentage of exits from emergency shelters to permanent housing solutions.

v) A plan to connect residents to permanent housing.

vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	200 N. Main St. Suite 1500 Los Angeles, CA 90012
CONTRACT COORDINATOR	Victor Duron	Brian Buchner
PHONE NUMBER:	(916) 510-9442	(213) 978-2334
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	brian.buchner@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) This Agreement shall terminate on October 1, 2026, or upon delivery of the HHAP-3 final report required by HSC § 50223(b), whichever is sooner.

c) Grantee shall submit an application for the remainder of their HHAP-3 allocation by June 30, 2022 in compliance with HSC § 50220.7(b).

d) Grantee shall report on the activities funded pursuant this Agreement in the first expenditure report submitted to the Council after disbursement of the remaining funds, as required by HSC §§ 50221 and 50223.

e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay.

ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the HCFC to be allocated as bonus awards.

f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority. Counties not obligating their full program allocation by May 31, 2024 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

g) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.

h) HHAP-3 funds shall be expended by June 30, 2026

i) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

j) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

7) <u>Special Conditions</u>

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **Budget Detail & Changes**

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend this initial disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) **General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) **Disbursement of Funds**

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. This initial disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF. Grantee agrees that in order to receive the remaining balance of the allocation awarded to them pursuant HSC § 50218.6(a)(1), Grantee must submit an application that meets the requirements of HSC § 50220.7(b) and this application must be approved by HCFC prior to a second disbursement of funds. Additionally, Grantee will be required to enter into a separate Standard Agreement in order to receive their remaining allocation.

PJH
Initial

4) Expenditure of Funds

This initial disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-3 for any expenditures prior to the date of execution of this Agreement.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this *Exhibit C*; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C *Section* 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Pursuant to HSC § 50220.7(a)(1), Grantee is required to submit to HCFC an application for the remainder of their HHAP-3 allocation to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges.

4) Reporting/Audits

a) Reporting Requirements

i) Activities funded under this Agreement shall be reported on in the first expenditure report submitted to HCFC following the disbursement of the remaining funds. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

ii) Grantee is also required to comply with the reporting requirements in HSC § 50221 and 50223, as applicable

b) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCFC identifies noncompliance with grant requirements. HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

i) Grantee's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

i) Bar the Grantee from applying for future HHAP funds;

ii) Revoke any other existing HHAP-3 award(s) to the Grantee;

iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;

iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;

v) Require the immediate return to Agency of all funds derived from the use of HHAP-3 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

c) All remedies available to Agency are cumulative and not exclusive.

d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable

statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i) The dangers of drug abuse in the workplace;

   ii) Grantee's policy of maintaining a drug-free workplace;

   iii) Any available counseling, rehabilitation, and employee assistance program; and

   iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i) Will receive a copy of Grantee's drug-free policy statement, and

   ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of

this Agreement and the applicable State requirements governing the use of HHAP-3 funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Agency.

2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY

PJH
Initial

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021.** In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction[1].

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION
ALL APPLICANTS:

Eligible Applicant Jurisdiction

☑ Large City: City of Los Angeles ☐ County: _____

☐ Continuum of Care: _____ CoC Number: _____

Administrative Entity: City of Los Angeles

Contact Person: Claire Su Kyung No

Title: Administrative Analyst

Contact Phone Number: 213-473-7520

Contact Email Address: claire.no@lacity.org

Individual or Joint Application Designation:

☑ City of Los Angeles will submit **an individual** application for HHAP-3 funding

☐ _____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

[1] For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

PJH
Initial

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:

Fund Disbursement/Contract Execution

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.

2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.

3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.

4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.

5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.

6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.

7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.

8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS

Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

MWS ____ the eligible applicant(s) will receive an initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

MWS ____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

MWS ____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

> (A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
>
> (B) Funding existing evidence-based programs serving people experiencing homelessness.
>
> (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
>
> (D) Improving homeless point-in-time counts.
>
> (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

MWS ____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

MWS ____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

MWS ____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

MWS ____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

ALL APPLICANTS:

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name
City of Los Angeles
Administrative Entity/Contracting Agency Business Address
200 N. Main St. Suite 1500 Los Angeles, CA 90012
Contract Manager Name
Brian Buchner
Contract Manager Email Address
brian.buchner@lacity.org
Contract Manager Phone Number
213-978-2334
Award Check Mailing Address (Include "Attention to:" if applicable)
200 N. Main St. Suite 1500 Los Angeles, CA 90012
Attention to: Sylvia Romero

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

☑ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

☐ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
☑ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Matthew W. Szabo, City Administrative Officer
Name and Title of Authorized Representative

Signature of Authorized Representative — **Date** 9/17/21

PJH
Initial

HHAP-3 Grant Agreement

Remainder Disbursement

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-20002	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
City of Los Angeles

2. The term of this Agreement is:

START DATE
Upon BCSH approval

THROUGH END DATE
12/31/2026

3. The maximum amount of this Agreement is:
$114,912,000.00 (One Hundred Fourteen Million Nine Hundred Twelve Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	8
	Exhibit B	Budget Detail and Disbursement Provisions	2
	Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	10
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	State of California General Terms and Conditions	1
+ -	Exhibit F	Standard Agreement to Apply	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main St. Suite 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Edwin C. Gipson II	Assistant City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-HHAP-20002	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	**CITY**	**STATE**	**ZIP**
915 Capitol Mall, Suite 350-A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	**TITLE**		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	**DATE SIGNED**		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	**EXEMPTION (If Applicable)**		

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Remainder Disbursement Contract for Funds

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

a) "Agency" means the Business, Consumer Services, and Housing Agency.

b) "Applicant" means a Continuum of Care, city, or county or tribe.

c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the Cal ICH by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The Cal ICH shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii) Shelter vacancy rate in the summer and winter months.

iv) Percentage of exits from emergency shelters to permanent housing solutions.

v) A plan to connect residents to permanent housing.

vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	Office of the City Administrative Officer
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	200 N. Main St. Suite 1500 Los Angeles, CA 90012
CONTRACT COORDINATOR	Victor Duron	Brian Buchner
PHONE NUMBER:	(916) 510-9442	(213) 978-2334
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	brian.buchner@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) This Agreement shall terminate on December 31, 2026.

c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

ii) Cal ICH approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2024 are required to notify Cal ICH, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.

f) HHAP-3 funds shall be expended by June 30, 2026.

g) In accordance with Health and Safety Code section 50220.5, subdivision (l), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

h) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

i) **Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:

i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;

ii) Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.

iii) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Remainder Disbursement

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The remainder disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Bonus Funds Disbursement

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The Bonus Funds disbursement of HHAP- 3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

a) HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C *Section* 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by Cal ICH.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from Cal ICH

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

iv) Cal ICH may require additional supplemental reporting with written notice to the Grantee.

v) Grantee may, at their discretion, fully expend their HHAP-3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) <u>Inspection and Retention of Records</u>

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention
The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

i) Grantee's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i) Bar the Grantee from applying for future HHAP funds;

ii) Revoke any other existing HHAP-3 award(s) to the Grantee;

iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;

iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;

v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i) The dangers of drug abuse in the workplace;

   ii) Grantee's policy of maintaining a drug-free workplace;

   iii) Any available counseling, rehabilitation, and employee assistance program; and

   iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i) Will receive a copy of Grantee's drug-free policy statement, and

   ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-3

funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.

2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Remainder Disbursement Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021.** In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction[1].

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION
ALL APPLICANTS:

Eligible Applicant Jurisdiction

☑ Large City: City of Los Angeles ☐ County: _____

☐ Continuum of Care: _____ CoC Number: _____

Administrative Entity: City of Los Angeles

Contact Person: Claire Su Kyung No

Title: Administrative Analyst

Contact Phone Number: 213-473-7520

Contact Email Address: claire.no@lacity.org

Individual or Joint Application Designation:

☑ City of Los Angeles will submit **an individual** application for HHAP-3 funding

☐ _____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

[1] For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Initial

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:

Fund Disbursement/Contract Execution

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.

2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.

3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.

4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.

5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.

6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.

7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.

8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

Initial

HHAP-3 APPLICATION REQUIREMENTS

Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

MWS ____ the eligible applicant(s) will receive an initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

MWS ____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

MWS ____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

> (A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
>
> (B) Funding existing evidence-based programs serving people experiencing homelessness.
>
> (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
>
> (D) Improving homeless point-in-time counts.
>
> (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

MWS ____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

MWS ____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

MWS ____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

MWS ____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

ALL APPLICANTS:

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name
City of Los Angeles
Administrative Entity/Contracting Agency Business Address
200 N. Main St. Suite 1500 Los Angeles, CA 90012
Contract Manager Name
Brian Buchner
Contract Manager Email Address
brian.buchner@lacity.org
Contract Manager Phone Number
213-978-2334
Award Check Mailing Address (Include "Attention to:" if applicable)
200 N. Main St. Suite 1500 Los Angeles, CA 90012
Attention to: Sylvia Romero

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

☑ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

☐ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
☑ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Matthew W. Szabo, City Administrative Officer
Name and Title of Authorized Representative



Signature of Authorized Representative 9/17/21 **Date**

Initial

Exhibit ___

HHAP-4 Grant Agreement

SCO ID: 0515-23-HHAP-10009

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-HHAP-10009	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
City of Los Angeles

2. The term of this Agreement is:

START DATE
8/22/2023

THROUGH END DATE
12/31/2027

3. The maximum amount of this Agreement is:
$143,640,000 (One Hundred Forty Three Million Six Hundred Forty Thousand Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	8
	Exhibit B	Budget Detail and Disbursement Provisions	3
	Exhibit C	General Terms and Conditions	10
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	State of California General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main St. Suite 1500	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Edwin Gipson II	Assistant City Administrative Officer

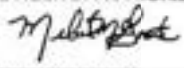
CONTRACTOR AUTHORIZED SIGNATURE
Edwin Gipson II
Digitally signed by Edwin Gipson II
Date: 2023.06.13 15:11:45 -07'00'

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-HHAP-10009	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	Aug 22, 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement
Contract for Funds

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216).

This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.

c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.

d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3) Definitions

The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

a) "Agency" means the Business, Consumer Services, and Housing Agency.

b) "Applicant" means a Continuum of Care, city, county, or tribe.

c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-4 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

iii) Shelter vacancy rate in the summer and winter months.

iv) Percentage of exits from emergency shelters to permanent housing solutions.

v) A plan to connect residents to permanent housing.

vi) Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

EGII
Initial Here____

a) At least 10 percent of the funds shall be spent on services for homeless youth populations.

b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Los Angeles
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	200 N. Main St. Suite 1500 Los Angeles, CA 90012
CONTRACT COORDINATOR	Jeannie McKendry	Edwin Gipson II
PHONE NUMBER:	(916) 510-9446	(213) 643-9397
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	edwin.gipson@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.

b) This Agreement shall terminate on December 31, 2027.

c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).

i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.

d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:

i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

f) All HHAP-4 funds shall be expended by June 30, 2027.

g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).

i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

j) **Bonus Funds**: Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:

i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;

ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and

iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.

iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Initial Disbursement

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Remainder Disbursement

a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.

   i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council *shall* disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).

b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:

   i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.

   ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5) **Expenditure of Funds**

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

6) **Ineligible Costs**

a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting/Audits**

a) **Annual Reports**
By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) **Quarterly Expenditure Reports**
In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) **Reporting Requirements**
i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

(a) Submit a description of barriers and possible solutions to meet those barriers

(b) Accept technical assistance from Cal ICH

(c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)

v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.

vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement
Breach of this Agreement includes, but is not limited to, the following events:

i) Grantee's failure to comply with the terms or conditions of this Agreement.

ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i) Bar the Grantee from applying for future HHAP funds;

ii) Revoke any other existing HHAP-4 award(s) to the Grantee;

iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;

v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds

vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i) The dangers of drug abuse in the workplace;

   ii) Grantee's policy of maintaining a drug-free workplace;

   iii) Any available counseling, rehabilitation, and employee assistance program; and

   iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i) Will receive a copy of Grantee's drug-free policy statement, and

   ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.

2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Exhibit N

HHAP-6 Grant Agreement

SCO ID: 2240-25HHAP10027

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-HHAP-10027	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Los Angeles

The term of this Agreement is:

START DATE

Upon HCD approval

THROUGH END DATE

June 30, 2030

2. The maximum amount of this Agreement is:

$143,640,000.00 (One Hundred Forty Three Million Six Hundred Forty Thousand Dollars and No Cents)

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	14
Exhibit B	Budget Detail and Disbursement Provisions	5
Exhibit C *	State of California General Terms and Conditions	GTC 02/2025
Exhibit D	HHAP General Terms and Conditions	11
Exhibit E	Special Terms and Conditions	3
	TOTAL NUMBER OF PAGES ATTACHED	33

Items shown with an asterisk(*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Los Angeles

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
200 N. Main Street, Room 1500 Mail Stop 130	Los Angeles	CA	90012

PRINTED NAME OF PERSON SIGNING	TITLE
Edwin Gipson II	Assistant City Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Digitally signed by Edwin Gipson Date: 2026.05.07 09:04:09 07'00'	

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-HHAP-10027	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Suite400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	05/11/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

This Standard Agreement ("Agreement") is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 6 ("HHAP 6" or "Program") funds.

A. The State of California established HHAP 6 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2024, Ch. 48, Sec. 13 (Assembly Bill (AB) 166) effective July 02, 2024.)

B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency ("Agency") which will be known as the California Housing and Homeless Agency as of July 01, 2026 "Agency" provides flexible block grant funds to Continuums of Care, Large Cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions to prevent and expeditiously reduce unsheltered homelessness.

C. This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by HCD and a continuum of care, a Large City, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated February 24, 2025, under which the Grantee applied, HCD guidance and directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The intent of HHAP 6 is to reflect the state's priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities, sustaining existing Interim Housing Solutions, and Permanent Housing Solutions, including long-term sustainability of affordable permanent supportive housing (HSC section 50243(a)). To accomplish this, HHAP 6 requires regional applicants to create and implement Regionally Coordinated Homelessness Action Plans (HSC section 50240).

The Department also expects Grantees to:

EXHIBIT A

A. Foster robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for housing solutions for people experiencing homelessness. This means implementing strategies that create and sustain regional partnerships and emphasize Permanent Housing Solutions.

B. Ensure all cities and counties in the region are addressing existing unsheltered homelessness, including encampments, and preventing future homelessness by planning for future housing needs and following all state housing laws and the California Interagency Council on Homelessness (Cal ICH) Guidance on Addressing Encampments. Jurisdictions must adopt compliant housing elements and implement their respective housing element programs, resolve and avoid state housing law violations, and implement practices to utilize surplus land for the production of affordable housing.

C. Ensure the long-term sustainability of housing and supportive services by strategically pairing HHAP 6 funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness.

D. Demonstrate sufficient resources dedicated to Interim Housing and long-term Permanent Housing Solutions, including capital and operating costs.

E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50241(f), which references Welfare and Institutions Code 8255 and 8256, and delivered in a low barrier, trauma informed, and culturally responsive manner. 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 interim or permanent housing, or other services for which these funds are used. Housing First should be adopted within the entire local

homelessness response system, including outreach and interim housing, short-term interventions like Rapid Rehousing, and longer-term interventions like supportive housing.

H. Prioritize the use of HHAP funds to assist people to remain in or move into safe, stable, permanent housing. HHAP funding should be housing-focused – either funding permanent housing interventions directly or, if used for interim housing or street outreach, have clear pathways to connect people to permanent housing options.

3. Definitions

The following HHAP 6 program terms are defined in accordance with HSC section 50230, subdivisions (a) - (x):

A. "Agency" means the Business, Consumer Services and Housing Agency which will be known as the California Housing and Homelessness Agency as of July 01, 2026.

B. "Applicant" means a continuum of care, city, county, or a region for purposes of the HHAP Round 6 Regionally Coordinated Homelessness Action Plan.

C. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

D. "Continuum of Care (CoC)" means the same as defined by the U.S. Department of Housing and Urban Development in Section 578.3 of Title 24 of the Code of Federal Regulations.

E. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

F. "Regionally Coordinated Homelessness Action Plan" means the regionally coordinated homelessness action plan described in Section 50240.

EXHIBIT A

G. Unless context requires otherwise, "council," with respect to the administration of HHAP Round 6, means department.

H. "Department" means the Department of Housing and Community Development (HCD).

I. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

J. "Grantee" means an eligible applicant that has been awarded its initial Round 6 base allocation or total Round 6 base allocation.

K. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

L. "Homeless Management Information System (HMIS)" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

M. "Homeless point-in-time count" means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the U.S. Department of Housing and Urban Development.

N. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

O. "Housing First" has the same meaning as in Section 8255 and 8256 of the Welfare and Institutions Code, including all of the core components listed therein.

P. "Jurisdiction" means a city, county, continuum of care, or tribe.

Q. "Memorandum of understanding" has the same meaning as defined in subdivision (f) of Section 50240(f).

R. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into Permanent Housing

that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

S. "Program": Unless context requires otherwise, "Program" means Round 6 of the Homeless Housing, Assistance, and Prevention program, or round 6.

T. 1) "Base program allocation" means the portion of program funds available as defined in Section 50241(a)(1) to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50243.

2) "Homekey supplemental allocation" means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50234(a)(3) and 50241(a)(2) and administered under the Homekey+ Program.

U. "Recipient" means a jurisdiction that receives funds pursuant to Chapter 6.5 of Part 1 of Division 31 of the Health and Safety Code for the purposes of the program.

V. "Region" means the geographic area served by a county, including all cities and continuums of care within it, as defined in HSC 50230(v). A region that has a continuum of care that serves multiple counties may submit a plan that covers multiple counties and the cities within them, or the continuum of care may participate in the regionally coordinated homelessness action plan of each individual county that is part of the continuum of care along with the cities within the county.

1) All continuums of care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.

W. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.

X. "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional Definitions for the purposes of this Agreement:

EXHIBIT A

Y. "Administrative Entity" means the entity that will enter into contract with HCD to receive HHAP 6 funds directly for its own allocation (and the allocation(s) of other Eligible Applicants in the region when designated). The Administrative Entity is responsible for HHAP 6 funds and meeting the terms and conditions of the Agreement. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP 6 dollars and activities to HCD.

Z. "Eligible Applicant" means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022; a county; or a continuum of care.

AA. "Expended" means the amount of HHAP 6 funding which the Grantee has obligated under contract or subcontract that has been fully paid and no invoices remain outstanding.

BB. "New Interim Housing" means eligible uses as defined in HSC 50243 (e)(3)(A),(F),(G), and (J). New Interim Housing that meets the Youth Set Aside does not trigger the requirement to document the Sustainability of the Region's Permanent Housing Portfolio pursuant to HSC section 50243(d).

CC. "Large City" means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022.

DD. "Obligated" means the amount of HHAP 6 funding for which the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP 6 funding. HHAP 6 Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A, Section 6, Effective Date, Term of Agreement, and Deadlines.

4. <u>Scope of Work</u>

A. The Scope of Work ("Work") for this Agreement shall include uses that are consistent with HSC section 50241, subdivision (a)(1), section 50243, and any other applicable laws, and as committed to in the Grantee's latest approved HHAP 6 funding plan.

B. The HHAP 6 NOFA Section IV, Application Submission, Review, and Award Process requires that before proposing to use HHAP 6 resources to fund New Interim Housing solutions, defined as eligible uses HSC 50243(e)(3)(A), (F), (G), and (J), other than New Interim Housing that meets the Youth Set Aside requirement, or Non-housing solutions defined as eligible uses HSC 50243(e)(4),

the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent affordable housing solutions, including capital and operating costs.

C. Allowable uses of HHAP 6 base program allocation funds include all of the following, per HSC 50243(e) and the HHAP 6 NOFA Section III, Eligible Uses:

1) Permanent Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites; per HSC 50253(e)(1).

(a) Rapid Rehousing/ Rental Subsidies, per HSC 50243(e)(1)(A)-(C), and HSC 50243(e)(2)(A). Examples include, but are not limited to:

(i) Rental subsidies, including rental subsidies in rapid rehousing programs or longer-term rental subsidy programs.

(ii) Community Assistance, Recovery, and Empowerment (CARE) Act petitioning activities and support for placement and related services for individuals (respondents) in the CARE Act process.

(iii) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and landlord relationship management costs.

(iv) Move-in expenses.

(b) Operating Subsidies – Permanent Housing, per HSC 50243(e)(1)(D):

(i) Operating Subsidies in new and existing affordable or supportive housing units serving people experiencing or at risk of experiencing homelessness, and new or existing residential care facilities.

(ii) Operating Subsidies may include capitalized operating reserves (funds held in reserve to multiple years of operating support, or cover large, unexpected operating expenses).

EXHIBIT A

(c) Permanent Housing Services and Services Coordination, per HSC 50243(e)(1)(E) and (G) to include, but not limited to:

Supportive services for people in Permanent Housing, so long as the services are trauma-informed and practice harm reduction, to include, but not limited to: Intensive case management services; assertive community treatment services; critical time intervention services; other tenancy support services; evidence-based employment services; coordinating mental health, substance use, and primary care treatment; or other evidence-based supportive services to increase housing retention; and services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in permanent supportive housing.

(d) Capital for Permanent Housing, per HSC 50243(e)(1)(F):

Capital for Permanent Housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into Permanent Housing.

2) Homelessness Prevention Activities that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing unsheltered homelessness coming from encampment sites.

Prevention and Diversion, per HSC 50243(e)(2)(A and B). Examples include, but are not limited to:

(a) In addition to the Rapid Rehousing and Rental Assistance being eligible as described above, other homelessness prevention programs are eligible, as long as they prioritize households with incomes at or below 30 percent (30%) of the area median income (AMI).

(b) Problem solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.

3) Interim Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

EXHIBIT A

(a) Navigation Centers, per HSC 50243(e)(3)(A):

Navigation Centers or other emergency shelters that are low barrier as defined in Sections 65660 and 65662 of the Government Code.

(b) Motel/Hotel Vouchers, per HSC 50243(e)(3)(D):

Vouchers for motels and hotels used as interim shelter for people experiencing homelessness, until they can be connected to Permanent Housing resources.

(c) Operating Expenses – Interim Housing, per HSC 50243(e)(3)(B) and (C):

(i) Operating expenses in existing congregate shelter sites.

(ii) Operating expenses in new or existing noncongregate shelter sites and transitional housing for youth.

(iii) Operating expenses may include capitalized operating reserves (funds held in reserve upfront to cover multiple years of operations, or large, unexpected operating expenses).

(d) Interim Housing Services and Services Coordination, per HSC 50243(e)(3)(E) and (H):

Services provided to people in Interim Housing, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: intensive case management services; housing navigation; connecting people to substance use or mental health treatment; public benefits advocacy, youth-focused services in transitional housing; and other supportive services to promote stability and referral into Permanent Housing.

(e) Capital for New Interim Housing, per HSC 50243(e)(3)(F), (G), and (J):

(i) Capital funding to build new noncongregate shelter sites and transitional housing sites for homeless youth, including for

construction, rehabilitation, and capital improvements to convert existing congregate sites into noncongregate sites.

(ii) Capital funding for clinically enhanced congregate or non-congregate shelter sites.

(f) Improvements to Existing Interim Housing, per HSC 50243(e)(3)(I):

Renovation of existing Interim Housing to improve the quality of life for people experiencing homelessness who are residing in the Interim Housing. Examples include, but are not limited to: maintenance of an interim housing facility; minor/major rehabilitation or renovation of an interim housing facility and minor/major conversion, additions, updates, and/or enhancements that lower barriers and/or increase privacy.

4) Non-housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

(a) Services and Services Coordination for People Experiencing Unsheltered Homelessness, per HSC 50243(e)(4):

Non-housing services for people experiencing unsheltered homelessness, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: street outreach; evidence-based engagement services; intensive case management services; assertive community treatment; housing navigation; harm reduction services; coordination with street-based health care services; hygiene services for people living in encampments and unsheltered individuals; services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability; Costs that support people with lived experience of homelessness to participate in and/or provide input for regional and system planning (e.g. lived experience advisory boards, youth advisory boards, etc.).

D. In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP 6 Base Allocation shall also comply with the following:

EXHIBIT A

1) At least 10 percent of each HHAP 6 allocation must be spent on services for homeless youth (HSC 50241(e)), and there are no prohibitions on spending a greater percentage on the Youth Set Aside.

2) Up to one percent (1%) of each HHAP 6 allocation may be spent to cover expenses associated with the administration of the Homeless Management Information System (HMIS). This funding shall be transferred directly to the HMIS lead entity and is intended to support the functioning, maintenance, and operation of the local HMIS. Examples include, but are not limited to, system licenses; training, system operating costs; and costs associated with carrying out related activities.

   HMIS costs may also be supported through Administrative Costs (Grantees may use up to 7% of allocations toward Administrative Costs) and under program costs (in categories 1-4) when the activities directly support implementing the housing and non-housing activities funded by the program allocation.

3) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the City, county, or continuum of care to administer its program allocation. Examples include but are not limited to regional coordination; HHAP 6 regional planning and application process; HMIS training, licenses, and/or operating costs; reporting and grant administration.

   (a) For purposes of this Agreement, “administrative costs” does not include staff or other costs directly related to implementing activities funded by the program allocation.

E. The Grantee shall perform the work only in the areas as identified, and in accordance with guidance from HCD.

5. <u>Contract Coordinator</u>

The Department’s Contract Coordinator for this Agreement is HCD’s Policy and Program Support Branch Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

The Representatives during the term of this Agreement will be:

EXHIBIT A

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	City of Los Angeles
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	200 N. Main Street, Room 1500 Mail Stop 130, Los Angeles, CA 90012
CONTRACT COORDINATOR	Nichole Zaragoza-Smith	Bindu Kannan
PHONE NUMBER:	(916) 820-1804	(213) 574-4392
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov; Nichole.Zaragoza-Smith@hcd.ca.gov	bindu.kannan@lacity.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page two, Standard Agreement, STD 213), and when signed by all parties. Funds will be disbursed in accordance with Exhibit B, Section 4, Disbursement of Funds.

B. On or before January 31, 2027, a Grantee shall meet the requirements to satisfy the update on their Round 6 Regionally Coordinated Homelessness Action Plan activities pursuant to HSC section 50242(h), as set forth in Exhibit B, Section 4.B, Disbursement of Funds, Remainder Disbursement.

EXHIBIT A

1) If the Department concludes that the Grantees in the region made insufficient progress on key actions or failed to adequately improve on at least one-half of the region's California System Performance Measures (CA SPMs), based on the most recent CA SPM data available, the Department may require the participating jurisdictions to provide a corrective action plan to the update to the Regionally Coordinated Homelessness Action Plan and/or funding plans to address these findings. Participating jurisdictions shall accomplish these changes or submit a corrective action plan, as applicable, within 30 calendar days of being notified by the Department.

2) The Department may withhold the remaining fifty percent (50%) of funds from a Grantee until the Department has found the update to the HHAP 6 Regionally Coordinated Homelessness Action Plan or the corrective action plan satisfactory. The Department shall provide technical assistance and support regions' efforts to comply with the requirements.

C. All Grantees must submit confirmation that no less than seventy-five percent (75%) of their initial Round 6 program allocation have been contractually obligated and that no less than fifty percent (50%) of initial Round 6 program allocations have been expended by June 30, 2027. This is also one of the requirements for Grantees to receive the remaining fifty percent (50%) of their total HHAP 6 allocation.

1) The Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. Pursuant to HSC 50242(i)(3), a recipient shall return to HCD any initial disbursement funds that have not been expended to be allocated as supplemental awards by the department in accordance with HSC section 50244.

E. All HHAP 6 funds must be expended by June 30, 2029.

F. Any funds not expended by June 30, 2029, shall revert to, and be paid and deposited in, the General Fund pursuant to HSC section 50242 subdivision (m).

G. This Agreement shall terminate on June 30, 2030.

H. The Department may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

EXHIBIT A

7. Capacity and Authority to Contract

A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this Agreement. The Grantee further represents that it is authorized to execute this Agreement.

B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. Payee

Name: City of Los Angeles

Amount: $143,640,000.00

2. Budget Detail & Changes

A. The Grantee agrees that HHAP 6 funds shall be expended on uses that support regional coordination to expand or develop housing solutions and local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness, including people experiencing unsheltered homelessness coming from encampment sites, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B. The Grantee shall expend the HHAP 6 funds on eligible activities as detailed in HSC 50243 and as described in the Grantee's latest approved HHAP 6 funding plan.

C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. General Conditions Prior to Disbursement

A. All Grantees must submit the following forms prior to this HHAP 6 initial disbursement being released:

1) STD 213 Standard Agreement form and Exhibits A through E.

2) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

3) Authorized Signatories Form.

4. Disbursement of Funds

A. Initial Disbursement

EXHIBIT B

To receive the initial disbursement of HHAP 6, the region and its regional partners must have received a HHAP 6 award, the Administrative Entities must demonstrate they have met the obligation and expenditure requirements for HHAP rounds 1 through 4 as outlined in HSC section 50242(f), **and** be in good standing on reporting for HHAP rounds 1 through 5, including fiscal reporting and HMIS reporting in order to be eligible to receive their HHAP 6 initial disbursement.

1) The initial disbursement of the HHAP 6 allocation includes fifty percent (50%) of the HHAP 6 total allocation. These funds will be disbursed to the Grantee upon receipt, review, and approval by HCD of the forms identified in this Exhibit B, Section 3 General Conditions Prior to Disbursement.

2) The initial disbursement of HHAP 6 funds will be issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

To receive the remaining fifty percent (50%) total allocation disbursement of HHAP 6, as outlined in HSC section 50242(h) and (i), a Grantee must: (1) demonstrate sufficient spenddown of the HHAP 6 initial disbursement; (2) have a compliant housing element; and (3) the update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments.

Pursuant to HSC 50242(i)(3), if a Grantee does not meet requirements necessary to receive their remainder disbursement of HHAP 6 funds, on or before **December 31, 2028**, the Grantee will forfeit the remainder disbursement and must return any unspent funds from their initial disbursement to be re-allocated as supplemental awards by the Department.

Further details regarding the conditions for receipt of the HHAP 6 remainder disbursement and corrective action plans are provided below.

1) Demonstrate sufficient spenddown of the HHAP 6 initial disbursement:

Pursuant to HSC section 50242(i) Grantees must obligate at least seventy-five percent (75%) of the initial HHAP 6 disbursement and expend

EXHIBIT B

at least fifty percent (50%) of their initial HHAP 6 disbursement no later than **June 30, 2027.**

2) Have a compliant housing element:

(a) Each Large City and county Grantee within each region must have a compliant housing element as defined in Government Code (GC) section 65589.9 prior to receiving their remainder disbursement. Having a "compliant housing element" means having adopted a housing element that has been found to be in substantial compliance with the requirements by HCD pursuant to GC section 65585. The housing element requirement does not apply to Continuums of care.

(b) If a Large City or county Grantee does not have a compliant housing element, the Department shall hold the remainder disbursement until the recipient's housing element is found compliant (HSC 50242(i)(2)(C)) or until December 31, 2028 (HSC 50242(i)(3)), whichever comes first.

3) The update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments:

(a) To assess the midterm update on the HHAP 6 Regionally Coordinated Homelessness Action Plan, Annual Report Submissions and HMIS/Homeless Data Integration System (HDIS) reporting must demonstrate compliance with commitments and statutory requirements.

(i) Annual Report: Grantee has submitted a complete annual report that includes updates on obligation and expenditure activities, and progress on their metrics and key actions committed to with their HHAP 6 funds.

(ii) HMIS/HDIS Reporting: Grantee is properly reporting into HMIS/HDIS with no missing, inaccurate, or invalid data, and reporting indicates progress on their metrics and key actions committed to with their HHAP 6 funds. If there are HMIS/HDIS reporting issues, HCD may still approve a

EXHIBIT B

disbursement if the Grantee confirms it will address the issues in the next quarterly data submission.

(b) Updates on California System Performance Measures (SPMs) must demonstrate progress per HSC 50242(h) by satisfying one of the following conditions:

(i) The applicable CoC region has demonstrated progress in at least one half of the region's SPMs from CY 24 baseline to the latest CA SPM data OR

(ii) If the Grantee's CoC region did not demonstrate progress in at least one half of its CA SPMs, the Grantee may be required to accept technical assistance from HCD.

(c) Corrective Action Plan

Pursuant to HSC section 50242(h)(4), if HCD finds that a Grantee made insufficient progress on its HHAP 6 Regionally Coordinated Homelessness Action Plan commitments or has not met one of the other disbursement criteria, HCD may require the region to accept technical assistance related to supporting jurisdictions' efforts to comply with their HHAP 6 Regionally Coordinated Plan commitments, including efforts to improve their performance outcomes. Technical assistance will be dependent on findings related to the Grantee's progress but could include HCD advising the Grantee to limit the use of program funds. Committing to technical assistance and making other changes as requested by HCD will serve as a corrective action plan to address and resolve HCD findings.

(i) The Department may withhold the remainder disbursement from an administrative entity until the administrative entity meets the requirements set forth in the corrective action plan and HCD approves the update on the HHAP 6 Regionally Coordinated Homelessness Action Plan.

(ii) Upon agreement of the corrective action plan, HCD can disburse the remainder disbursement.

(iii) The Department may ask for confirmation that a region has updated its memorandum of understanding to reflect a corrective action plan component.

5. Expenditure of Funds

All HHAP 6 funds must be spent consistent with the intent of the Program, the eligible uses identified in HSC section 50243, the requirements in Exhibit A Section 4, Scope of Work, and the Grantee's latest approved funding plan.

6. Ineligible Costs

A. The HHAP 6 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50243.

B. The Department reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP 6 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP 6 funds until they have repaid these funds to HCD.

D. The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 6 fund expenditures.

E. A program recipient shall not use funding from the program allocated under this section to supplant existing local funds for homelessness services under penalty of disallowance or reduction, or both, of future program funds, as determined by the department.

EXHIBIT D

HHAP GENERAL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

The Department may terminate this Agreement at any time for cause by giving a minimum of 14 calendar days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in Exhibit D, Section 6, Breach and Remedies; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 calendar days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Transfers

The Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within this Exhibit D Section 12 Special Conditions – Grantees/Subgrantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

The Grantee has submitted to HCD an application for HHAP 6 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. The Department is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in

that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP 6 Budget Modification Request Process and are subject to approval by HCD.

The Grantee warrants that all information, facts, assertions, and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. <u>Reporting/Audits</u>

A. Reporting Requirements

1) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223(a)(2), in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.

2) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide detailed description of activities through the prior calendar year, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.

3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223(e) no later than April 1, 2030, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

EXHIBIT D

4) HMIS/HDIS Reporting: Grantees and their subcontractors must report client data into their local HMIS pursuant to the requirements of AB 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide HDIS. As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide HDIS to fulfill Grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. The grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.

5) The Department may require additional supplemental reporting with written notice to the Grantee.

6) The Grantee may, at their discretion, fully expend their HHAP 6 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended. If changes arise with how funds were expended or categorized differently than originally stated, the Grantee is expected to submit an updated fiscal report within the time frame of the contract.

B. Auditing

The Department reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP 6 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

1) The audit shall be performed by an independent certified public accountant.

2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.

3) The Grantee is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90calendar days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP laws, guidance, the HHAP 6 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50242, if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

The Grantee further agrees to retain all records described in Section 5(A) (Record Inspection) for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention

period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The Grantees' final HHAP 6 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1) The Grantee's failure to comply with the terms or conditions of this Agreement.

2) Use of, or permitting the use of, HHAP 6 funds provided under this Agreement for any ineligible activities.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

1) Bar the Grantee from applying for future HHAP funds.

2) Revoke any other existing HHAP award(s) to the Grantee.

3) Require the return of any unexpended HHAP 6 funds disbursed under this Agreement.

4) Require repayment of HHAP 6 funds disbursed and expended under this Agreement.

5) Require the immediate return to HCD of all funds derived from the use of HHAP 6 funds.

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in technical assistance in accordance with HHAP 6 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Grantees and Subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

EXHIBIT D

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

EXHIBIT D

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC, shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1) The dangers of drug abuse in the workplace.

2) The Grantee's policy of maintaining a drug-free workplace.

3) Any available counseling, rehabilitation, and employee assistance program; and

4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1) Will receive a copy of Grantee's drug-free policy statement, and

2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000.00, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and this Exhibit D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP 6 funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to

compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

4) Agree to include all the terms of this Agreement in each subcontract.

B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP 6 program.

C. As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP 6 requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. Compliance with State and Federal laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP 6 program, the Grantee, its subrecipients, and all eligible activities.

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

14. Inspections

A. The Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

EXHIBIT D

B. The Department reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP 6 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP 6 funds, must be used for HHAP 6 eligible activities. The Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. The Department reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.

2. Per HSC section 50241 subdivision (f), any housing-related activities funded with HHAP 6 funds, including but not limited to interim housing (per HSC section 50243 subdivision (e)(3), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP 6 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and interim housing, short-term interventions like rapid re-housing, and longer-term interventions like permanent supportive housing.

3. The Grantee shall utilize its local HMIS to track HHAP 6 funded projects, services, and clients served. The Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP 6 funding (e.g., by creating appropriate HHAP 6 specific funding sources and project codes in HMIS).

4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50214(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the HDIS, which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, “health information” means “protected health information,”

EXHIBIT E

as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their Regionally Coordinated Homelessness Action Plan.

6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the Grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

8. The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the purpose and objectives of the Program are achieved.

9. The Department represents that the intent of Exhibit D, Section 1.B, Termination and Sufficiency of Funds, Sufficiency of Funds, is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in HHAP 6 NOFA dated February 24, 2025 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D, Section 1.B, Termination and Sufficiency

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of Funds, Sufficiency of Funds, once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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