

Digital Contract Execution and Reporting Routing Sheet

FY 19-20 <input type="checkbox"/>	FY 20-21 <input type="checkbox"/>	FY 21-22 <input type="checkbox"/>	FY 22-23 <input type="checkbox"/>	FY 23-24 <input checked="" type="checkbox"/>	FY 24-25 <input type="checkbox"/>	FY 25-26 <input type="checkbox"/>
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This digital Sub-recipient Agreement routing sheet is to satisfy LAHSA internal review process

Contractor Name: Upward Bound House
Allocation Reference No.: CA1335L9D002208
EGMS ID No.: AD-1335-2208-001-01
Project Name: RRH-CoC
Contract Amount: \$ 2,092,719.00
Contract Term: January 1, 2024 to December 31, 2024

CFDA: N/A


Comment:

FY 2023-2024 Original Agreement

Pursuant to the contracting process and EGMS administration, this new contract has a contract term of January 1, 2024 to December 31, 2024 and is funded with Federal Continuum of Care Program (CoC) funding in the amount of \$2,092,719.00 and includes Exhibit A, Statement of Work, Exhibit B, Conditions Precedent, and Exhibit F, Funder Terms and Conditions under EGMS ID Number AD-1335-2208-001-01

Completed & Reviewed by

Christopher McGhee


Christopher McGhee (May 22, 2024 07:11 PDT)

Contracts & Grants Specialist

04/03/2024

Date

Approved Generally by

Joel Brown

Joel Brown (May 9, 2024 17:21 PDT)

Associate Director/Supervisor, Contracts & Procurement

05/09/2024

Date

Jo M Trejo

Chief Financial Officer

05/22/2024

Date

Executive execution by

See Signature Page in the Agreement

Chief Executive Officer

Date

LOS ANGELES HOMELESS SERVICES AUTHORITY
2023 – 2024 RRH-COC PROGRAM AGREEMENT
FISCAL YEAR 2023 - 2024 AGREEMENT

Contractor:	Upward Bound House
Allocation Reference Number:	CA1335L9D002208
EGMS ID Number:	AD-1335-2208-001-01
Grant ID Number (EGMS):	GT-1335-2208-001
Program Name:	RRH-CoC
Subaward Title:	CA1335 - UBH - PH - RRH - SPA 6 - Households with Children
Term:	January 1, 2024 to December 31, 2024

CFDA: NONE

DUNS: N/A

EGMS UNIQUE ENTITY ID (UEI): E9Z1EPLZDD93

Contents

1. Parties 5

2. Representatives of the Parties and Services of Notices 6

3. LAHSA Administration 7

4. Order of Precedence and Definitions 7

5. Scope of Services 7

6. Independent Contractor 7

7. Time of Performance 7

8. Services to be Provided by Contractor 8

9. Compensation 9

10. Method of Payment 11

11. Advance Payments 11

12. Supporting Financial Documentation for Monthly Invoices 12

13. Conditions Precedent - As Applicable Based on Funding Agreement 12

14. Restriction on Disbursements 13

15. Match Requirements 13

16. Leveraging 13

17. Withheld Payments 13

18. Return of Unexpended Funds and Close-Outs 14

19. Fiscal Accountability 15

20. Revenue Disclosure Requirement 15

21. Limitations on Use of Program Funds 15

22. Program Income 15

23. Financial Close-out Report 16

24. Reversion of Assets 17

25. Validity Of Financial Documentation Submissions 17

26. Participation in the Los Angeles Continuum of Care Homeless Management Information System (“HMIS”) 17

27. Cost Allocation Plan 18

28. Participant Termination and Grievance Policies and Procedures 18

29. Competitive Bid Requirements 18

30. Subcontracts 20

31. Administration Costs 22

32. Program Evaluation 22

33. Program Monitoring 22

34. Fiscal Monitoring 23

35. Monitoring Reports 23

36. Contractor’s Responsibility to Monitor 24

37. Audits 24

38. Audit Findings 24

39. Disallowed Costs 25

40. Records 25

41. Reports 25

42. Public Records Act 26

43. Publicity 26

44. Notice Regarding The Obligation to Report to The Fraud Hotline 27

45. Training, Inventory, and Point-in-Time Training and Data Requests 27

46. Indemnification 28

47. Insurance 28

48. Compliance with Civil Rights Laws 31

49. Compliance with Local, State and Federal Laws and Regulations 31

50. Property Maintenance Standards 34

51. Fair Labor Standards 35

52. Compliance with Fair Chance Employment Practices	35
53. Assignment and Delegation/Mergers or Acquisitions	35
54. Employment of Key Personnel	36
55. Contractor Personnel	36
56. Conflict of Interest	36
57. Non-Discrimination and Affirmative Action	37
58. Involuntary Family Separation	38
59. Equal Access Policy	38
60. Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	39
61. Contractor's Warranty of Adherence to County's Child Support Compliance Program	39
62. Violence Against Women Act	39
63. Equal Benefits Ordinance	40
64. Religious and Political Activities	40
65. Faith-Based Activities	40
66. Americans with Disabilities Act	41
67. Time Off for Voting	42
68. Contractor's Charitable Activities Compliance	42
69. Citizen Participation	42
70. Required Clearances for Staff, Volunteers, and Clients	42
71. Cessation of Program Services	43
72. Changes and Amendments to Terms and Conditions	43
73. Waivers	44
74. Breach	44
75. Defaults	44
76. Sanctions	44
77. Liquidated Damages	45
78. Probation	45
79. Suspension	46
80. Force Majeure	46
81. Termination for Convenience	47
82. Termination for Cause	47
83. Termination for Improper Consideration	48
84. Termination for Insolvency	48
85. Termination Procedures	48
86. Effect of Termination	49
87. Notices of Suspension and Termination	49
88. Prohibition of Legal Proceedings	49
89. Effect of Legal Judgment and Severability	49
90. Choice of Law and Venue Governing this Agreement	49
91. Inventions, Patents and Copyrights	49
92. Prohibition from Participation in Future Solicitation(s)	50
93. Non Exclusivity	50
94. Notice of Delays	51
95. Integrated Agreement	51
96. Confidentiality of Information	51
97. Entire Agreement	52
98. Authorization Warranty	52
99. Counterparts and Electronic Signatures and Representations	52
100. Commencement Date	54

EXHIBIT LIST

Exhibit A	Statement of Work
Exhibit B	Conditions Precedent
Exhibit C	Program Budget and Services Appendix 1 - Advance Payments*
Exhibit D	Intentionally Omitted
Exhibit E	Definitions*
Exhibit F	Funder Terms and Conditions
Exhibit G	LAHSA Homeless Programs Grievance Resolution Appeal Form*
Exhibit H	Intentionally Omitted
Exhibit I	LAHSA Contractor's Accounting Handbook*
Exhibit J	Safe Surrender Baby Law*
Exhibit K	Contractor's Equal Employment Opportunity Certification*
Exhibit L	Intentionally Omitted
Exhibit M	Participant Termination and Grievance Policies and Procedures*
Exhibit N	Intentionally Omitted
Exhibit O	Intentionally Omitted
Exhibit P	Intentionally Omitted
Exhibit Q	Intentionally Omitted
Exhibit R	Intentionally Omitted
Exhibit S	Intentionally Omitted
Exhibit T	Intentionally Omitted
Exhibit U	Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care*
Exhibit V	Equal Access Policy*
Exhibit W	LAHSA Facility Standards*
Exhibit X	LAHSA Program Standards*
Exhibit Y	LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Form*
Exhibit Z	Fraud Hotline Fact Sheet*
Exhibit AA	Fraud Hotline Poster*

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

**LOS ANGELES HOMELESS SERVICES AUTHORITY
2023 - 2024 RRH-COC PROGRAM AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Los Angeles Homeless Services Authority (“LAHSA”), a joint powers authority of the City of Los Angeles (“City”) and the County of Los Angeles (“County”), and **Upward Bound House** (“Contractor”), a California non-profit corporation, collectively the (“Parties”).

RECITALS

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

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

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

WHEREAS, on **August 25, 2023**, the LAHSA Board of Commissioners voted to award this Agreement to Contractor;

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

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

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

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

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

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

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

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1. Parties

The parties to this Agreement are:

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

- B. Contractor, a 501(c)(3) organization incorporated under the laws of the State of California and known as **Upward Bound House** having its principal office at **1104 Washington Ave., Santa Monica, CA 90403**.

2. Representatives of the Parties and Services of Notices

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

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

Dr. Va Lecia Adams Kellum, Chief Executive Officer
Los Angeles Homeless Service Authority
707 Wilshire Blvd., 10th Floor
Los Angeles, California 90017
Designated Email Address: ContractNotices@LAHSA.org

With copies to:

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

2. The representative of Contractor shall be:

Christine Mirasy-Glasco, Executive Director
Upward Bound House
1104 Washington Ave., Santa Monica, CA 90403
Designated Email Addresses: cglasco@upwardboundhouse.org

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

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

- a. Addresses. Email notice must come from a designated email address of the sending party as identified in this Agreement (although attachments may be sent through a file transfer service by way of a link or other appropriate instructions in such email) and must be addressed and delivered to all the designated email addresses of the receiving party.
- b. Timing and Evidence of Delivery. Notice shall be deemed communicated as of the date such email is sent for each of the designated email addresses of the receiving party, regardless of any non-delivery message received in response, unless the email is rejected or quarantined by such email system and the sending party or anyone affiliated with the sending party is responsible for such rejection or quarantine (e.g., because the email is infected with a virus). However, if delivery of a Notice occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such Notice will be deemed effective on the first Business Day after the day of actual delivery.
- c. Email format. A Notice delivered by email must contain the following language in the subject line of the email message: "OFFICIAL NOTICE – [Insert nature of the notice (ex., Notice of Default, Notice of Termination)]".

3. LAHSA Administration

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

4. Order of Precedence and Definitions

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

5. Scope of Services

- A. Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as specified in Exhibit A, Statement of Work and Exhibit C, Program Budget and Services, attached hereto and incorporated herein by reference.
- B. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against LAHSA or the Funding Entity(ies).

6. Independent Contractor

- A. This Agreement is by and between LAHSA and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Contractor is an independent contractor and shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LAHSA.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. LAHSA, County, City and State shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- C. Contractor understands and agrees that all persons furnishing services to LAHSA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of LAHSA, County, City or the State. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

7. Time of Performance

- A. The term of this Agreement shall be from **January 1, 2024 to December 31, 2024** unless otherwise terminated or extended, in whole or in part, as provided in this Agreement.
- B. Performance shall not commence until Contractor has obtained LAHSA's approval of the insurance required in Section 47, Insurance, and has provided to LAHSA all of the required documents described hereinabove.

- C. LAHSA may extend the term of this Agreement or the time for performance under this Agreement. The funding for any such term or time extension shall be based on the availability of local, state and/or federal funds to LAHSA and the successful performance by Contractor of the terms and conditions under this Agreement.
- D. In addition, LAHSA may grant time of performance modifications and/or extensions to this Agreement when such modifications or extensions:
 - 1. Are specifically requested by Contractor;
 - 2. In aggregate, would not exceed twelve (12) calendar months;
 - 3. Will not change the Program goals or scope of services;
 - 4. Are in the best interests of LAHSA and Contractor in performing the scope of services under this Agreement; and
 - 5. Does not alter the amount of funding or compensation under this Agreement
- E. Any term or time of performance modification or extension shall be effected by a written amendment executed by the LAHSA Chief Executive Officer or his/her designee and Contractor's Executive Director or his/her designee.

8. Services to be Provided by Contractor

- A. Contractor shall provide contractual services as specified in Exhibit A, Statement of Work and Exhibit C, Program Budget and Services. All work is subject to prior LAHSA approval. Failure to perform according to the provisions of this Agreement or failure to receive approval of any work under this Agreement may result in withholding compensation pursuant to Section 9, Compensation.
- B. Contractor shall comply with applicable federal, State, County, and City policies, principles, ordinances, statutes, rules, regulations, procedures and requirements, including Terms and Conditions of Funding Entity(ies), attached hereto as Exhibit F, Funder Terms and Conditions, and attached to and incorporated herein by reference, and current and future LAHSA and funding entity's directives and information bulletins, and any amendments thereto. Contractor shall ensure that the terms and conditions of this Agreement are incorporated into all subcontractor agreements.
- C. Any housing-related activities funded under this Agreement, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- D. Contractor shall safeguard and manage judiciously all funds paid to the Contractor for the Program, including funds issued for payment to any subcontractor(s).
- E. Contractor shall implement an objective procurement system for the selection of subcontractors consistent with the terms of this Agreement and requirements of Funding Entity(ies).
- F. Contractor shall ensure that the terms and conditions of this Agreement with LAHSA are incorporated into all subcontractor agreements. Contractor shall submit all subcontractor agreements to LAHSA for review upon request by LAHSA. Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontractor agreement.
- G. Contractor shall ensure prior to the execution of this Agreement and prior to the release of funds to a subcontractor, that Contractor and any subcontractor agency have provided proper evidence of required insurance coverage(s), naming the Contractor, LAHSA, County, City and any other funding entity as an additional insured, including general comprehensive, liability, fidelity bond, property, non-owned auto(s), professional liability and workers' compensation, as required by LAHSA, and that Contractor has approved such coverage.

9. Compensation

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

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

- B. Funding as set forth by the foregoing subsection A is subject to change in accordance with the availability of funds provided to LAHSA by the Funding Entity(ies). If LAHSA does not receive adequate funding for its performance under this Agreement, then LAHSA shall be relieved of obligations under this Agreement or this Agreement shall be amended to conform to the changes in funding allocations as elected by LAHSA.
- C. LAHSA reserves the right to modify the Program Budget or funding (e.g., increase, decrease, reallocate) during the term of this Agreement. To implement a Program Budget or funding modification, a revised Exhibit C, Program Budget and Services to the Agreement, shall be prepared by LAHSA and then executed by both the LAHSA Chief Executive Officer or his/her designee and Contractor's Executive Director or his/her designee.
- D. Contractor may submit a request to modify the Program Budget or funding, during the term of this Agreement, in the manner specified by LAHSA, including via LAHSA Enterprise Grants Management System (EGMS) or LAHSA Sub-Recipient Contract Amendment, Modification or Waiver policy, attached hereto as Exhibit Y, and attached hereto and incorporated herein by reference. Once approved, the modification will be implemented via a revised Exhibit C, Program Budget and Services to the Agreement, which shall be prepared by LAHSA and then executed by the LAHSA Chief Executive Officer or his/her designee and Contractor's Executive Director or his/her designee.
- E. Notwithstanding the above paragraphs, LAHSA may, in its sole discretion, unilaterally reduce the Program Budget or funding of this Agreement, as a whole, in part, or as to a cost category; may limit the rate of Contractor's authority to commit and spend funds; or may restrict Contractor's use of both its uncommitted and its unspent funds, in the event that:

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

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

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

- F. Contractor shall not expend funds provided under this Agreement prior to the commencement date of this Agreement, or subsequent to suspension or its termination. Further, expenditures shall be in direct support of the Program, which is the subject of this Agreement. If Contractor is operating another program simultaneously with the Program herein, Contractor shall notify LAHSA in writing of any expenditures for items jointly used for any other program(s) and the expenditures shall be apportioned according to the percentage of direct use for the Program funded herein.
- G. LAHSA assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Contractor understands that LAHSA makes no commitment to fund this Program beyond the initial Program Term of this Agreement.
- H. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with LAHSA's express prior written approval.
- I. Contractor shall have no claim against LAHSA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify LAHSA and shall immediately repay all such funds to LAHSA. Payment by LAHSA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of LAHSA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- J. Funds provided by LAHSA shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in applicable funder(s) Terms and Conditions. Use of funds to pay for ineligible activities will result in the repayment of these funds to LAHSA.
- K. Applicable Discounts: Contractor warrants that any applicable discounts have been included in the costs billed to LAHSA.
- L. Concurrent Enrollment: If Contractor is serving customers, concurrently utilizing more than one funding stream, Contractor is responsible for tracking the services delivered and the expenditures reported to ensure that services and expenditures are not duplicated.
- M. Match Requirements: Contractor shall report in its invoice the required match of non-federal funds, if applicable. If required to provide a match of funds, as set forth above in this compensation section of this Agreement, Contractor shall report in each invoice the funds being matched. Documentation shall be maintained and made available for review.
- N. Overtime Work: Unless specifically stated herein or authorized by LAHSA in writing, Contractor shall not incur overtime work expenditures.
- O. Travel: Travel must be approved in advance by LAHSA and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Statement of Work and in compliance with 2 C.F.R §200.474.
- P. Profit: Contractor shall comply with any LAHSA directives regarding profit or return on investment.
- Q. Contractor shall submit to LAHSA its cost allocation plan along with a complete budget, as requested by LAHSA.

10. Method of Payment

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

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

- B. In the event Contractor submits an invoice after fifteenth (15th) day of the month as applicable, LAHSA will provide payment within forty-five (45) days after receiving an approvable request from Contractor.
- C. Contractor expressly agrees that LAHSA reserves the right to disregard any and all invoices submitted by Contractor on or after sixty (60) days after the services have been provided.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. LAHSA will not compensate Contractor for any costs incurred for invoice preparation. LAHSA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. LAHSA reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by authorized individuals as specified in the “Authorization to Sign Invoices” form provided by Contractor under penalty of perjury that the information submitted is true and correct.
- E. LAHSA reserves the right to request supporting documentation for any and all invoices submitted to LAHSA for payment.
- F. Failure to submit invoices in a timely manner may negatively affect Contractor’s scoring for future procurement competitions.
- G. Expenditures made by Contractor in the operation of this Agreement shall be in strict compliance and conformity with the terms and conditions of this Agreement, unless prior written approval for an exception is obtained from LAHSA.
- H. Contractor shall manage funds, including match revenue and expenses, provided in accordance with Generally Accepted Accounting Principles (“GAAP”). Contractor further agrees to abide by the terms of Exhibit I, LAHSA Contractor’s Accounting Handbook, which is located at the following internet hyperlink: www.lahsa.org/contracts and incorporated herein by reference.
- I. The granting of any payment by LAHSA, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by LAHSA and upon rejection must be replaced by Contractor without delay.

11. Advance Payments

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

12. Supporting Financial Documentation for Monthly Invoices

- A. Monthly invoices shall be submitted to LAHSA by the fifteenth (15th) calendar day following the month in which costs were incurred, as applicable based on funding source. No payment shall be disbursed without all the required supporting documentation. LAHSA reserves the right to request that Contractor submit documentation with its monthly invoice, including but not limited to the following:
1. Summary statement of revenue and expenditures or a detailed general ledger;
 2. Any supplemental schedules necessary to support or reconcile the ledger and cost allocations to amount invoiced;
 3. Contractor shall maintain the following documentation that supports all costs being allocated to LAHSA. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these documents along with its monthly invoice:
 - a. Records documenting procurement of goods or services;
 - b. Contracts and invoices for goods and services;
 - c. Lease or rental agreements;
 - d. Invoices;
 - e. Billing Statements;
 - f. Cancelled checks;
 - g. Timecards signed by employees and supervisor;
 - h. Payroll registers;
 - i. Payroll tax records;
 - j. Bank statements; and
 - k. Bank reconciliation.
 4. Further, Contractor shall maintain personnel files that indicate or verify through personnel documentation that management has approved or authorized new hires, raises, transfers, and the allocation of an employee's time to be charged to various funding sources. Said documentation shall be reviewed during financial monitoring. Contractor does not need to submit these personnel documents along with its monthly invoice.
 5. Source documentation for the personnel costs, including:
 - a. Payroll registers for the period invoiced;
 - b. Supplemental allocation reports, if applicable, including any allocation of employee benefits.
 6. Source documentation (e.g., original vendor invoices, purchase orders, receipts, contracts) for any non-personnel cost invoiced over \$500.00 (with the exception of recurring lease, recurring insurance, and recurring benefits payments);
- B. LAHSA reserves the right to request additional documentation it deems necessary to support invoiced costs.

13. Conditions Precedent - As Applicable Based on Funding Agreement

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

14. Restriction on Disbursements

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

15. Match Requirements

- A. If required under a Funding Entity's Terms and Conditions or authorizing regulations, Contractor shall provide LAHSA with Match Documentation of its match from the appropriate sources.
- B. Further, Contractor shall document its use of the funds from eligible cash sources or in-kind contribution or both on a monthly basis. Contractor may demonstrate that it has met its match requirement on its funding request each month of the program year. To demonstrate its match sources, Contractor must identify the source of the funds from eligible cash or in-kind sources used to meet its match sources. In the event that Contractor fails to identify the source(s) of its match, monthly, or fails to request and receive, from LAHSA, an exception to the requirements in this Section 15, LAHSA may:
1. De-obligate funds from invoices submitted to LAHSA for payment in order to ensure that Contractor meets the required match.
 2. Discontinue payments to Contractor until the required match is met; and/or
 3. Terminate this Agreement.

16. Leveraging

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

17. Withheld Payments

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

- B. LAHSA has the authority to withhold funds under this Agreement pending a final determination by LAHSA of questioned expenditures or indebtedness to LAHSA arising from past or present agreements between LAHSA and Contractor. Upon final determination by LAHSA of disallowed expenditures or indebtedness, LAHSA may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. In the event of a final determination of disallowed costs or a determination of unearned grant funds by LAHSA, Contractor agrees that it shall pay to LAHSA in non-federal funds, the amount of the final disallowance within 30 days of receipt of notice from LAHSA that such funds are due.
- D. LAHSA shall review Contractor's performance on a periodic basis. LAHSA, at its sole discretion, may suspend or withhold funds allocated to Contractor if LAHSA determines Contractor has failed to comply with the provisions of this Agreement, including but not limited to the following: meeting its contracted performance measures, failing to provide adequate services, failing to timely provide required reports or invoices to LAHSA, continuing deficiencies in reporting, record keeping or invoicing requirements, or failing to provide adequate evidence of performance of work or failing to perform the work. To implement such suspension or withholding of funds, LAHSA shall provide written notice to Contractor specifying the extent of the fund suspension and the date upon which the suspension becomes effective. Funds shall not be released to Contractor until Contractor has remedied the deficiency to the satisfaction of LAHSA.

18. Return of Unexpended Funds and Close-Outs

- A. Contractor shall, either upon completion or termination of this Agreement, immediately return any unexpended funds to LAHSA no later than thirty (30) calendar days after completion or termination of this Agreement. If LAHSA determines that funds paid to Contractor are in excess of the amount actually expended, Contractor shall immediately return said funds to LAHSA.
- B. LAHSA may approve extensions when requested in writing by Contractor. Unless LAHSA authorizes an extension, Contractor shall invoice LAHSA for all obligations incurred under this Agreement no later than thirty (30) calendar days after the expiration of this Agreement. Failure by the Contractor to comply with the 30-calendar day requirement may result in a unilateral close-out of this Agreement by LAHSA based on previous invoices filed with LAHSA, and/or the imposition of sanctions as specified herein.
- C. Contractor agrees to complete all necessary financial close-out procedures required by LAHSA, within a period of not more than forty-five (45) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close-out period. LAHSA is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close-out period. After the expiration of the financial close-out period, those funds not paid to Contractor under this Agreement, if any, shall be immediately recaptured by LAHSA, except in cases where an extension has been granted in writing by LAHSA.
- D. LAHSA may request a final financial audit, at Contractor's expense, for activities performed under this Agreement at the expiration of the financial close-out period in the event that Contractor repeatedly incurs disallowed costs and/or repeatedly submits inaccurate invoices to LAHSA during the term of this Agreement.
- E. Subject to LAHSA's right to terminate this Agreement earlier as provided herein, Contractor shall, upon receipt of notice of termination:
 - 1. Immediately eliminate all new costs and expenses under this Agreement. In addition, the Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
 - 2. Promptly report to LAHSA in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

19. Fiscal Accountability

- A. Contractor agrees to manage funds received through LAHSA in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; adhere to the standards established in 2 C.F.R. Part 200; and adhere to Exhibit I, LAHSA Contractor's Accounting Handbook, located at the following Internet hyperlink: www.lahsa.org/contracts, and incorporated herein by reference.
- B. Contractor must establish and maintain on a current basis, an accrual accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") and standards. Further, Contractor must develop written accounting procedures. Said procedures shall be made available to LAHSA upon request or during fiscal monitoring visits.
- C. Eligible expenditures shall be supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily accessible to LAHSA representatives.
- D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to LAHSA, LAHSA may require Contractor to secure the services of a licensed accountant. Cost of such accounting services are to be borne by Contractor and are not to be reimbursed from the funds authorized in this Agreement, unless specifically agreed to by and between Contractor and LAHSA in a written agreement.

20. Revenue Disclosure Requirement

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

21. Limitations on Use of Program Funds

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

22. Program Income

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

- 1. Be the property of LAHSA; and
- 2. Not be expended without prior written approval of LAHSA unless otherwise provided for by this Agreement; and
- 3. Be used solely to offset the operating expenses of the activities funded by this Agreement.

- A. Contractor shall do all of the following:

1. Record all Program income.
2. Contractor shall maintain an accounting system that segregates all funding received by funding source. LAHSA funds received and expended for activities funded under this Agreement shall be coded with a designation specific to the Program. Contractor shall provide cash balance reports for LAHSA funding upon request, which can be reconciled against Contractor's monthly bank statements.
3. Provide written reports of Program income to LAHSA.
 - a. Non-budgeted Program income shall be reported within five (5) calendar days, excluding weekends and holidays, following receipt of such funds.
 - b. Budgeted Program income shall be reported in accordance with regular LAHSA invoice procedures provided herein.
4. Submit a written request to LAHSA to use any Program income.
5. Retain all Program income until Contractor receives written approval from LAHSA authorizing the use of Program income. Approval for expenditure of program income will be documented by LAHSA on Contractor's Budget and Expenditure Plan.
6. Report the expenditure of Program income for operating expenses on forms provided by LAHSA.
7. Contractor shall, within 30 calendar days of the expiration of this Agreement, transmit to LAHSA any, and all, Program income directly generated by funds provided by the Agreement. .

23. Financial Close-out Report

- A. Within 30 calendar days following the termination of this Agreement, Contractor shall submit to LAHSA, on forms provided by LAHSA, a complete and accurate final closeout invoice including allowable accruals of allowable expenditures and a remittance for all unearned funds as identified in the close-out. Final requests to modify the Program Budget shall be submitted to LAHSA before final closeout. Section 75, Defaults, identifies LAHSA remedies for failure to comply with this requirement. By submission of the said closeout invoice, the Contractor certifies that a) costs reported and payments requested are valid and consistent with the terms of the Agreement, b) Agreement cash payment received from LAHSA shall be used to pay only for expenditures as reported on the contract final closeout invoices, and c) costs reported and payments made are subject to LAHSA verification.
- B. In the event Contractor does not submit a final closeout or other required documentation within the prescribed time frame, LAHSA reserves the right to unilaterally closeout the Agreement and use the invoice then on file at LAHSA for determination of Contractor's final allowable expenditures. LAHSA will not reimburse Contractor for expenditures reported after the 30-day closeout date following the termination of this Agreement. LAHSA shall provide to Contractor LAHSA closeout forms at least 30 days before termination of Agreement.
- C. Annual Inventory Report: Contractor shall submit an annual inventory report to LAHSA by the period ending as stipulated herein for all nonexpendable property that has a LAHSA identification decal affixed to it. LAHSA shall provide the inventory report form to Contractor 30 days before the termination date of this Agreement.
- D. Report on Reasonable Cost: Contractor shall report to LAHSA costs charged to other funding sources for services which are the same type of fee-for-performance price services as those covered by this Agreement. If such costs are lower, Contractor shall submit a justification for charging LAHSA a higher cost. Contractor shall submit this report within 60 calendar days after the execution of the Agreement with other funding source(s).

24. Reversion of Assets

- A. Contractor shall, within 60 calendar days (including weekends and holidays) of the expiration of this Agreement, transfer to LAHSA all funds on hand at the time of expiration and all accounts receivable attributable to the use of funds provided under this Agreement.
- B. Any real property under the Contractor's control that was acquired or improved in whole or in part with funds provided under this Agreement in excess of \$25,000 shall either be:
 - 1. Used to meet one of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as determined appropriate by LAHSA; or
 - 2. Disposed of in a manner which results in LAHSA being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-grant funds for acquisition or, improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with subsection 1) above.

25. Validity Of Financial Documentation Submissions

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

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

- A. Contractor must participate in and comply with the requirements of the Los Angeles Continuum of Care ("CoC") Homeless Management Information System ("HMIS"). Contractor shall participate by entering data directly into the Los Angeles CoC HMIS system administered by LAHSA and adhere to all of the implementation guidelines developed under the Los Angeles CoC HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated mid-term and annual reports, and the use of any data monitoring tools or aggregate reports.
- B. Contractor must attend mandatory HMIS training classes as part of the implementation process. Contractor must also attend HMIS training classes as LAHSA deems necessary to learn additional HMIS tools and programs.
- C. Contractor may not provide any programmatic or client data by electronic data integration or data migration from other existing software programs except for the LAHSA approved HMIS programs. All contractors must participate in the Los Angeles CoC HMIS through direct system input and report generation.
- D. For those Contractors serving a population of clients in the Transitional Housing, Safe Haven, Supportive Services Only, Permanent Housing – Rapid Re-housing ("RRH") and Permanent Housing – Permanent Supportive Housing ("PSH") Programs, Contractors must accurately and completely reflect the Program's bed utilization in the Los Angeles CoC HMIS throughout the reporting year. This ensures that data is usable for continuum-wide reporting by the Los Angeles CoC HMIS system to stakeholders and government entities.
- E. LAHSA shall rely upon and use its records from Los Angeles CoC HMIS, and its on-site verifications as needed to substantiate Contractor's performance. LAHSA may contact Contractor's staff, participants, Sub-Contractor(s), or training institutions to verify the documentation supporting performance and compliance with this Agreement.

- F. LAHSA requires that all of Contractor's programmatic reports, including mid-term and annual performance reports, and any pertinent program information to be retrieved solely from Los Angeles CoC HMIS. As a result, LAHSA shall not accept programmatic data not received from Los Angeles CoC HMIS.
- G. Los Angeles CoC HMIS data quality must be monitored on a constant basis. Therefore, Contractor must be diligent about entering and monitoring its data on a constant and regular basis to ensure data quality. LAHSA will provide support to assist Contractor in ensuring data is accurately input and reported. Contractor will be expected to utilize resources provided and confer with LAHSA support staff on at least a monthly basis.
- H. Failure to comply with any of these HMIS-related provisions shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension or Termination for Cause Sections of this Agreement as determined by LAHSA.
- I. Contractors that are victim service providers are generally exempt from these HMIS-related provisions unless otherwise notified. Victim service providers must keep required data in a comparable database that complies with HUD's HMIS requirements.
- J. Contractor shall assign an HMIS Representative who shall serve as Contractor's main point of contact for all HMIS related issues.

27. Cost Allocation Plan

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

28. Participant Termination and Grievance Policies and Procedures

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

29. Competitive Bid Requirements

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

<p>Micro-purchases in the aggregate amount of \$10,000 or less</p>	<p>Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable. Manager authorizing purchase should exercise due diligence in ensuring price is reasonable. To the extent practicable, Contractor must distribute micro purchases equitably among qualified suppliers.</p>
<p>Small Purchases \$10,001 to \$250,000</p>	<p>Price or rate quotations must be obtained from a minimum of three (3) qualified sources.</p>
<p>Competitive Proposals over \$250,000</p>	<p>Formal RFB/RFP Process, as provided below. Contractor must perform a cost or price analysis in connection with every procurement action in excess of \$250,000 including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, must include independent estimates before receiving bids or proposals.</p>

1. Small Purchase Procedures. Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed. For ongoing needs like office supplies, program supplies, and the like, Contractor may elect to conduct a procurement process comparing pricing for most commonly purchased items once annually to select a vendor for such supplies and operating items for the operating year.
2. Purchases/Services Over \$250,000
 - a. Procurement of services, supplies and fixed assets over \$250,000 require a competitive bid process through a Request for Bids (“RFB”) or Request of Qualifications (RFQ) process. Exceptions to this are instances of sole source contractors as described in subsection “f” below, and where the legislative body authorizing and providing funding designates a provider of services or supplies. RFBs issued by Contractor must:
 - i. Be publicly posted and made available to a reasonable list of potential bidders;
 - ii. Clearly identify the relative importance of price and technical factors;
 - iii. Establish a process for fairly and thoroughly evaluating technical and price factors; and
 - iv. Be processed in such a manner to prevent disclosure of the number of bidders, identify the bidders, and the contents of their bids until all bids have been received. After the deadline for the receipt of all bids, information regarding the number and identity of bidders will become public information, in accordance with applicable law.
 - b. RFBs issued by Contractor must include the following information:
 - i. Contractor’s expectations, in as detailed a manner as possible, including expertise and experience requirements;
 - ii. Description of the bid process, including the timeline and any deadlines;
 - iii. How Contractor will interact and communicate with potential vendors;
 - iv. Deliverables required; and
 - v. How the vendor will be paid (i.e., upon receipt of acceptable deliverables, periodic invoices, or portion held back until final delivery).
 - c. Negotiations can only be made with all bidders prior to a final selection. All bidders shall have the same information available to them for purposes of preparing the most complete and responsive bid. Contractor may call a bidder for clarification, but no information can be shared with said bidder unless such information is shared with all bidders. Once a finalist is selected for negotiation, Contractor and finalist bidder may enter into negotiations with no responsibility to inform other bidders. If such negotiations are not successful in reaching mutual agreement, Contractor shall be free to select another finalist with which to enter into negotiations for completion of the bid and contract award process.
 - d. At Contractor’s discretion, a bidder conference may be scheduled to assure full understanding of and conformance to the RFB’s requirements. All interested bidders shall be invited to the bidder conference.
 - e. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Contractors shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible proposer whose proposals are most advantageous to the Program with price, technical, and other factors considered.
 - f. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement, the criteria here must be met. Sole source contracts shall be procured through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, competition is determined inadequate.

- g. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:
 - i. The item or service is available only from a single source;
 - ii. The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
- h. Cost Analysis – a cost analysis i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- i. Contractor may be required to submit the proposed procurement to LAHSA for pre-award review.

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

- a. Specific deliverables and the basis for payment;
- b. Provisions requiring compliance with the City's General Funds regulations;
- c. Provisions that describe remedies for breach;
- d. Provisions that describe patent and copyright rules;
- e. Provisions for termination for cause and convenience;
- f. Access to records for audit purposes;
- g. Audit requirements;
- h. Provisions for payment and delivery;
- i. Provisions describing contract amendment procedures;
- j. Provisions against assignment;
- k. Provisions for equal opportunity and non-discrimination;
- l. Provisions prohibiting conflicts of interest.

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

30. Subcontracts

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

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- B. Subcontracts entered into by Contractor in the performance of this Agreement shall:
1. Be subject to the terms and conditions set forth in this Agreement. LAHSA requires incorporation of the applicable provisions in written subcontracts.
 2. Specifically prohibit assignment or transfer of interest without prior written approval by LAHSA.
 3. Specifically provide proof, when applicable, of necessary qualifications, appropriate permits and/or business licenses.
 4. Specifically provide the names and addresses of the parties to a subcontract, a full description of the exact scope of services to be performed or goods to be transferred or acquired, the length of time for performance of services to be rendered or for the goods to be transferred or acquired, and compensation for services rendered or good transferred or acquired.
- C. Contractor shall indemnify and hold LAHSA and Funding Entity(ies) harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractors' employees were Contractor employees.
- D. Contractor shall remain fully responsible for all performances including the obligation to properly supervise, coordinate, and perform all work required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding LAHSA's approval of the Contractor's proposed subcontract.
- E. LAHSA's consent to subcontract shall not waive LAHSA's right to approve or disapprove of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible for notifying its subcontractors of this LAHSA condition.
- F. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement. Contractor shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. LAHSA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.
- G. Under no circumstances shall Contractor enter into a cost-plus-a-percentage-of-cost subcontract.
- H. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind LAHSA or Funding Entity(ies). Approval of the provisions of any subcontract by LAHSA shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by LAHSA be construed as affecting any increase in the compensation amount provided for in the Agreement.
- I. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.
- J. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
- K. Subcontractor Monitoring
1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program activities run by its subcontractors.
 2. Contractor shall conduct onsite monitoring of the Subcontractor in accordance with established monitoring procedures and/or directives from LAHSA.

3. Contractor shall prepare and give written monitoring reports to the Subcontractor(s) that, at minimum, identify successes and/or problems, make recommendations for quality improvement, and require, if applicable, the establishment of a corrective action plan to address problematic findings within a specified time frame. Contractor shall review the corrective action plan, approve in writing the acceptable corrective action(s), and follow up the implementation of corrective action by conducting an independent monitoring effort.
4. If a fiscal review of the subcontractor initiated by Contractor reveals evidence of disallowed costs, Contractor shall notify LAHSA in writing within fifteen (15) days. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall notify LAHSA in writing within twenty-four (24) hours.
5. Contractor shall require that each subcontractor develop and implement ongoing methods to self-evaluate key subcontractor personnel and obtain client feedback for continual improvement of Program operations.

L. Records and Audits of Subcontractors

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

31. Administration Costs

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

32. Program Evaluation

- A. Contractor shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter, financial and all other records pertaining to performance of this Agreement to authorized Funding Entity(ies) and/or LAHSA representatives. Further, Contractor shall allow said representatives to inspect and monitor its facilities and Program operations, including the interview of Contractor staff and program participants.
- B. Program evaluation includes, but is not limited to, a review on the effectiveness and impact of the Program; a review of the internal systems such as reporting tools, accounting system, tracking systems, and techniques developed by Contractor to serve homeless persons.

33. Program Monitoring

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

- B. Facilities include all client files, records, and other documents related to the performance under this Agreement. In addition, Contractor shall ensure that Clients/Program Participants sign a release that authorizes LAHSA and Funding Entity(ies) representatives to review Client/Program Participant files.
- C. Activities include attendance at staff, board of directors, advisory committee and advisory board meeting, interviews with staff and clients, and observation of on-going program functions. Contractor will insure the cooperation of its staff and board members in such efforts.
- D. In order to facilitate monitoring visits, Contractor shall maintain at all times a roster of all Client/Program Participant who entered the Program during the Program year. Said roster shall specify the Client/Program Participant name or unique identifier used to track Client/Program Participant, the date client entered the Program, and the date Client/Program Participant exited the Program.
- E. Monitoring visits will consist of announced and unannounced visits focusing on the extent to which the proposed Program has been implemented, measurable goals achieved, and effectiveness of Program administration and management.
- F. LAHSA may also provide capacity building to the extent feasible and agreeable to both parties during the term of this Agreement to help improve programmatic and fiscal compliance.

34. Fiscal Monitoring

- A. LAHSA and/or Funding Entity(ies) or its authorized representatives reserve the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of Contractor if such site or the activities performed thereon have any relationship to the Program funded herein. Said representatives shall provide at least two (2) weeks' notice to Contractor for all announced visits.
- B. Contractor shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Contractor's program. A financial audit of Contractor's performance under this Agreement shall be conducted by LAHSA and/or Funding Entity(ies) or its authorized representatives at LAHSA's discretion.

35. Monitoring Reports

- A. LAHSA and/or Funding Entity(ies) will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. LAHSA and/or Funding Entity(ies) shall issue a monitoring report following the fiscal and program monitoring reviews. LAHSA and/or Funding Entity(ies) may issue one report if it conducts a joint program and fiscal review or two distinct reports if it conducts a program and a fiscal review at different times of the contract period. The report shall state whether Contractor is or is not in compliance with this Agreement. If Contractor is not in compliance, the report staff shall specify the deficiencies noted during the review. The report shall also:
 1. Fully and correctly identify the finding;
 2. Cite Program requirements or applicable regulations or contract provisions that have been violated;
 3. Specify corrective action(s) that must be taken; and
 4. Include a deadline for responding to the monitoring letter and the corrective action(s) for each finding identified in the monitoring report.

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

36. Contractor's Responsibility to Monitor

A. Internal Monitoring

1. Contractor shall conduct periodic, objective program and fiscal monitoring reviews of the Program it operates to ensure compliance with applicable Federal, State, County, City, and LAHSA requirements. At minimum, Contractor shall review program performance, expenditure data, ADA and ADAA compliance, internal reports pertinent to the funded Program(s), documentation on file relating to outreach efforts, client intake processing, eligibility verification, HMIS usage and integrity, objective assessment, individual service plans, grievance procedures and resolution, expenditures versus cost category amounts, cost allocations, cash management practices, procurement methods and selection of subcontractors, and property management. If a fiscal review identifies evidence of fraud and/or abuse, Contractor shall immediately (within 24 hours) submit a report to the County Auditor-Controller's Fraud Hotline at (800) 544-6861.
2. Contractor shall evaluate each subcontractor's risk of noncompliance with the terms and conditions of the award for the purposes of determining the appropriate subcontractor monitoring. Factors to include in subcontractor risk may include: prior experience with the same or similar sub-award, results of previous audits and/or monitoring, and subcontractor personnel or system changes.

37. Audits

- A. In the event Contractor has gross revenue greater than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- B. In the event Contractor has gross revenue less than \$250,000.00 from all sources during Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit or review of Contractor's financial statements within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- C. In the event Contractor spends an aggregate of \$750,000.00 or more of federal funds in a Contractor's fiscal year, Contractor shall have an independent CPA conduct an audit in accordance with 2 C.F.R. Part 200, Subpart F within nine (9) months after the close of Contractor's fiscal year. Contractor shall submit a copy of the audit report to LAHSA no later than 15 days after receipt of the report.
- D. LAHSA reserves the right to impose sanctions for Contractor's failure to comply with the subsections above and other provisions of this Agreement as specified below in Section 76, Sanctions.

38. Audit Findings

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

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

39. Disallowed Costs

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

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

40. Records

- A. Records shall be maintained in accordance with requirements prescribed by LAHSA with respect to all matters covered by this Agreement and any subcontract between Contractor and a third party. Such records shall be retained within Los Angeles County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by LAHSA.
- B. Expenditures pertaining to subcontracts between Contractor and a third party shall be supported by properly executed documents evidencing in detail the nature of the charges, including, but not limited to, receipts and invoices. These records shall be made available to LAHSA for copying, audit, and inspection at any time during normal business hours.
- C. At such times and in such forms as LAHSA may require, LAHSA shall be provided such statements, records, reports, financial data and information as LAHSA may request pertaining to matters covered by any and all subcontract(s) between Contractor and a third-party.
- D. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- E. Contractor shall take all reasonable steps to dispose, or arrange for the disposal, of client records within its custody or control containing personal information when the records are no longer to be retained by the Contractor by (a) shredding, (b) erasing, or (c) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. Contractor shall ensure that these requirements are incorporated into all subcontractor agreements.
- F. Contractor shall maintain the confidentiality of all records obtained from LAHSA under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

41. Reports

- A. Contractor shall maintain documentation on file for the purposes of reporting and verifying data and information on performance and outcomes for funded activities in a manner, and in such detail, that is consistent with the Statement of Work and document retention standards.
- B. Contractor shall, after careful review of a report, submit to LAHSA a certification that the information contained in a report is correct to the best of Contractor's knowledge and documentation.
- C. Contractor shall comply with the reporting requirements of each funded component of this Agreement as provided by Exhibit A, Statement of Work. These requirements may include, but are not limited to:

1. Reports Format Type

- i. **HMIS and Manual** reports are standardized forms to align with and measure data points captured in HMIS to correspond to contractual performance targets in the Statement of Work. Manual reports are collected when a provider cannot use HMIS (e.g., population served prevents participation).
- ii. **Narrative** reports are required for specific, special, new, or pilot Programs. They may be required in addition to or instead of HMIS and Manual reports. The form and format is provided to Contractor by LAHSA.

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

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

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

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

42. Public Records Act

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

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

43. Publicity

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

1. Contractor shall develop all publicity material in a professional manner; and

2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of LAHSA or County without the prior written consent of LAHSA's Chief Executive Officer. LAHSA shall not unreasonably withhold written consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. Requests by LAHSA may include, but are not limited to, Housing Inventory Requests, Point-In-Time Count requests and Homeless Count requests, even if these programs are not funded under this Agreement.
- D. All LAHSA Contractors are subject to LAHSA's data requests, including Contractors that serve clients in:
 - 1. Emergency Shelters;
 - 2. Hotel/Motel Voucher Programs;
 - 3. Transitional Housing;
 - 4. Permanent Supportive Housing Programs (including congregate sites, scattered sites, and certificate programs); and
 - 5. Safe Haven or Access Centers/Drop-In Centers
- E. Failure to comply with a data request deadline shall be considered a material breach of this Agreement and Contractor may be subject to the terms provided under the Defaults, Sanctions, Suspension, Probation or Termination for Cause provisions in this Agreement as determined by LAHSA, in its sole discretion.

46. Indemnification

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

47. Insurance

- A. Without limiting Contractor's indemnification of LAHSA and Funding Entity(ies) during the term of this Agreement, Contractor shall provide, maintain, and require all of its Second Tier Subrecipients to provide and maintain, a program of insurance satisfactory to LAHSA covering Contractor's operations hereunder as set forth below. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LAHSA. Such coverage shall be provided and maintained at Contractor's own expense.
- B. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA, County, City, and Funding Entity(ies) and their Agents as additional insureds, with limits of not less than:

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

Each Occurrence:	\$1 million
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- C. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, \$1 million for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- D. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LAHSA and Funding Entity(ies) as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and Funding Entity(ies) will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision and thirty (30) days in advance for any other cancellation or policy change. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connection with services performed on behalf of Contractor pursuant to this Agreement. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- E. If the services provided in relation to this Agreement relate in any way to care or supervision of minors, seniors and/or other vulnerable persons, including but not limited to shelter and housing, transport and security services, then Contractor must have Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- F. Directors and Officers insurance covering Contractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than 20% of the total compensation paid pursuant to this Agreement.
- G. Crime Coverage. If the services provided in relation to this Agreement involve pick up, carry, guard, or the handling of LAHSA funds and securities or other highly valued LAHSA or County property, then Contractor must have a Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by LAHSA and/or Funding Entity(ies) to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. LAHSA and the Funding Entity(ies) and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
- H. Property Coverage. Contractors given exclusive use of LAHSA, City or County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. LAHSA, City, County, and Funding Entity(ies) and their Agents shall be named as Additional Insureds and Loss Payees on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
- I. Generally. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing this Agreement or any part of it.

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

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

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

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

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

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

N. Failure to Maintain Insurance Coverage

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

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

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

- P. Compensation for LAHSA Costs – In the event Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to LAHSA, Contractor acknowledges that it shall pay full compensation for all costs incurred by LAHSA.
- Q. Insurance Coverage Requirements for Second Tier Subrecipient – Contractor shall insure any and all Second Tier Subrecipients performing services under this Agreement meet the insurance requirements of this Agreement, by either:
1. Contractor providing evidence of insurance covering the activities of Second Tier Subrecipient, or
 2. Contractor providing evidence submitted by Second Tier Subrecipient evidencing that Second Tier Subrecipient maintains the required insurance coverage. LAHSA retains the right to obtain copies of evidence of Second Tier Subrecipient insurance coverage at any time.

48. Compliance with Civil Rights Laws

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

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

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

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

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

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

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

A. Records Retention

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

B. Records Maintenance

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

C. Subcontracts and Procurement

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

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

D. Suspension and Debarment

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

E. Labor Code

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

F. Political and Sectarian Activity Prohibited

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

G. Mandatory Disclosure

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

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

I. Federal and State Occupational Safety and Health Statutes.

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

As applicable, Contractor certifies that:

1. Contractor will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness; and
2. In the case of Programs that provide housing or services to families, that Contractor will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

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

L. Elder and Dependent Adult Abuse Reporting

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

- M. Drug-Free Workplace. By signing this Agreement, Contractor warrants and certifies compliance with the requirements on the Drug-free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 3. Provide, as required by Government Code sections (8355(a)(3)), that every employee and/or subcontractor who works under this Agreement will receive a copy of Contractor's drug-free policy statement and will agree to abide by terms of Contractor's condition of employment or subcontract.

50. Property Maintenance Standards

- A. Contractor must ensure that proper maintenance shall be provided to the facility or facilities where services are being provided, as specified in Exhibit W, LAHSA Facility Standards and Exhibit X, LAHSA Program Standards, attached hereto and incorporated by such reference as Exhibits W and X. All work must be performed in accordance with Federal, State and local housing and building codes, as applicable.
- B. Personal property purchased with funds provided by this Agreement is the property of LAHSA and shall be returned to LAHSA unless otherwise required LAHSA.
 1. The property shall be used and maintained by Contractor as follows:
 - a. Property shall be used solely in the performance of this Agreement; and
 - b. No modifications shall be made to the property without the prior written approval of LAHSA.
- C. Contractor shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period said property is under the control of the Contractor, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss or destruction of the property shall be immediately reported to LAHSA; and
- D. Contractor shall assure that all non-expendable equipment purchased with funds provided by previous agreements between LAHSA and the Contractor, and any subsequent amendments thereto, and all such equipment inventory record card, together with all non-expendable equipment purchased under the terms of this Agreement, shall remain under the control of the Contractor during the term of this Agreement and shall be accounted for in accordance with the provisions herein.

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

51. Fair Labor Standards

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

52. Compliance with Fair Chance Employment Practices

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

53. Assignment and Delegation/Mergers or Acquisitions

- A. Contractor shall notify LAHSA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying LAHSA of pending acquisitions/mergers, then it should notify LAHSA of the actual acquisitions/mergers as soon as the law allows and provide to LAHSA the legal framework that restricted it from notifying LAHSA prior to the actual acquisitions/mergers.
- B. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of LAHSA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void and shall constitute a material breach of this Agreement. For purposes of this paragraph, LAHSA consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under this Agreement shall be deductible, at LAHSA's sole discretion, against the claims, which Contractor may have against LAHSA.
- C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of LAHSA in accordance with applicable provisions of this Agreement.
- D. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- E. Contractor's move to dissolve, transfer any assets derived from Funds provided herein, or take any other steps which may materially affect the performance of this Agreement without LAHSA's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

54. Employment of Key Personnel

- A. For the purpose of this Agreement, the Executive Director, Program Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by Contractor or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal, technical submission, and Program Budget. Contractor warrants that it shall replace all key personnel with equally or better qualified staff and shall notify LAHSA of any such change.
- B. Contractor shall ensure that all staff persons providing professional services, needed in support of this Program shall have appropriate licenses required by federal, state, and local laws. For the purpose of this Agreement, professional services shall constitute services rendered by persons who are members of a particular professional or possess a special skill. Professional services include, but are not limited to: medical services, mental health services, accounting services and legal services.

55. Contractor Personnel

- A. Contractor shall employ persons meeting the qualifications for those positions listed in the proposal, technical submission, and Program Budget.
- B. Deviation of the foregoing limitations shall be in accordance with provisions specified in Section 72, Changes and Amendments to Terms and Conditions, of this Agreement.

56. Conflict of Interest

- A. Contractor may adopt, by duly authorized motion of its Board of Directors, this Code of Conduct, which is set forth below, or may submit its own Code of Conduct for LAHSA approval, in Exhibit B, Conditions Precedent, Attachment 12. Contractor shall submit a copy of the Resolution of its Board of Directors adopting either the Code of Conduct contained in this Section 56 (B through M) of this Agreement as its Code of Conduct, or such other Code of Conduct that contains the below requirements to LAHSA for approval prior to contract execution.
- B. Prior to obtaining LAHSA's approval of any subcontract, Contractor shall disclose to LAHSA any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officers, directors, or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- C. Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by LAHSA funds (regardless of source) where such person is a director, officer, employee or agent of subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc., or where such person knows or should have known that:
 - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - 2. Subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - 3. Participation of such person would be prohibited by the California Political Reform Act, California Government Code § 87100, *et seq.*, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- D. Definitions

1. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, for daughter-in-law.
 2. The term "financial or other interest" includes, but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in managerial capacity; or membership on the board of directors or governing body.
 3. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.
- E. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest or benefit in the transaction.
 - F. No director, officer, employee, or agent of Contractor may be on the Board of Directors if they receive any financial benefit provided by any LAHSA Agreement.
 - G. Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subcontract (or persons who are otherwise in a position to benefit from the actions of any officer, director, employee or agent).
 - H. Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
 - I. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of LAHSA, the State of California, the County and City of Los Angeles, and federal regulations regarding conflicts of interest.
 - J. Contractor warrants that it has not paid or given or will not pay or give to any third party, any money or other consideration for obtaining this Agreement.
 - K. Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract any proceeds thereof for work to be performed in connection with this Program during his or her tenure as such employee, member or officer for one year thereafter.
 - L. Contractor shall incorporate the foregoing subsections of this Section 56 into every Agreement that it enters into in connection with this Program and shall substitute the term "Contractor" with "Subcontractor".
 - M. Contractor warrants that it has adopted and shall comply with the Code of Conduct as approved by LAHSA that meets the foregoing requirements.

57. Non-Discrimination and Affirmative Action

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

- B. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County and City of Los Angeles. Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended, by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).
- C. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section 57.
- D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24, Code of Federal Regulations Part 107 and §570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in a situation as defined therein.

58. Involuntary Family Separation

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

59. Equal Access Policy

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

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

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

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

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

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

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

- A. Contractor acknowledges that the LAHSA places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is LAHSA's policy to encourage all LAHSA Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.
- B. Contractor agrees to abide by the terms of the Safely Surrendered Baby Law, located at the following Internet hyperlink, <https://www.lahsa.org/documents?id=1407-safely-surrender-baby-law-brochure-english.pdf> and <https://www.lahsa.org/documents?id=1408-safely-surrender-baby-law-brochure-spanish.pdf>, attached hereto and incorporated herein by such reference as Exhibit J.
- C. Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

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

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- C. Contractor's failure to maintain compliance with the requirements set forth above shall constitute default under this Agreement. Without limiting the rights and remedies available LAHSA under any other provision of this Agreement, Contractor's failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which LAHSA may terminate this Agreement.

62. Violence Against Women Act

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

- C. If Contractor fails to comply with LAHSA's VAWA Policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach, including debarment.
- D. Failure to comply with the LAHSA's VAWA policy may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, *et seq.*, Contractor Responsibility Ordinance.

63. Equal Benefits Ordinance

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

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

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

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

64. Religious and Political Activities

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

65. Faith-Based Activities

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

- A. Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded under this Agreement. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, participation must be voluntary for the beneficiaries or participants of the grant-funded program or services.
- B. A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds provided under this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- C. A religious or faith-based Contractor may use space in their facilities to provide funded services, without removing religious art, icons, scriptures, or other religious symbols.
- D. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- E. A religious or faith-based Contractor shall not, in providing program assistance, discriminate against a program beneficiary or participant or prospective program beneficiary or participant on the basis of religion or religious belief.
- F. Agreement funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.
- G. Agreement funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Agreement. Where a structure is used for both eligible and inherently religious activities, grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to grant funds herein. Sanctuaries, chapels, or other rooms that a grant-funded religious congregation uses as its principal place of worship, however, are ineligible for grant-funded improvements. Disposition of real property after the term of this grant, or any change in use of the property during the term of the grant is subject to government-wide regulations governing real property disposition.
- H. If a program participant or prospective program participant of the funded Agreement program objects to the religious character of the Contractor providing services under the program, then Contractor shall make reasonable effort to identify and refer the program participant to an alternative Contractor within the same geographical area.

66. Americans with Disabilities Act

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

67. Time Off for Voting

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

68. Contractor's Charitable Activities Compliance

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

69. Citizen Participation

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

70. Required Clearances for Staff, Volunteers, and Clients

A. Security Clearance of All Staff and Volunteers

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

B. Tuberculosis Screening of All Clients and Staff

1. Contractor hereby certifies that it will implement a standardized internal procedure for reducing the risk of tuberculosis (TB) transmission as follows and as more fully described in Exhibit R, Standardized Tuberculosis ("TB") Guidelines of this Agreement, located at the following Internet hyperlink, <https://www.lahsa.org/contracts> and incorporated herein by reference. The internal procedure shall provide:
 - a. Screening for all employees and all volunteers in direct contact with Program Participants;
 - b. Screening Program Participants for symptoms of infectious TB as specified in Exhibit A, Statement of Work;

2. Contractor shall provide, maintain proof, and keep confidential the TB screening of all staff, including those of its subcontractors and make these records available at any time LAHSA's requests them.
3. Contractor shall comply with LAHSA reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in Section 26 herein.
4. Contractor agrees that LAHSA may update **Exhibit R**, Standardized Tuberculosis ("TB") Guidelines, to the Agreement from time to time as necessary to reflect any up-dates or changes, Contractor shall accept renewals of such Exhibit through written confirmation without requiring a formal amendment to this Agreement.

71. Cessation of Program Services

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

72. Changes and Amendments to Terms and Conditions

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

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

- C. For any changes related to funding, including allocation or reduction in funding, refer to Section 9. Compensation.
- D. For any non-Material Change to the Program, a Change Notice shall be prepared by either party and signed by the LAHSA Director of Contracts and Grants Management or his/her designee and Contractor's Executive Director or his/her designee.
- E. For any change in Contractor's corporate name, Contractor shall notify LAHSA within seventy-two (72) hours, in writing, of the change.
- F. No verbal agreement or conversation with any officer of either party shall affect or modify any terms and conditions of this Agreement or materially change this Agreement.

73. Waivers

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

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

74. Breach

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

75. Defaults

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

- A. Reduce the total budget;
- B. Make changes in the scope of services of this Agreement;
- C. Withhold Payments;
- D. Place Contractor on probation status in accordance with Section 78 of this Agreement;
- E. Suspend Program operations in accordance with Section 79 of this Agreement; or
- F. Terminate this Agreement.

76. Sanctions

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

- A. Withholding funds from Contractor's invoice for work not performed until corrective actions are taken. A description of the work not performed and the amount to be withheld from payments to Contractor from LAHSA will be forwarded to Contractor by the LAHSA Chief Executive Officer or his/her designee in a written notice describing the reasons for said action.
- B. Reducing funds allocated to Contractor in this Agreement. Please refer to Section 9, Compensation.
- C. Disallowing costs for activities or performance that are not in compliance with this Agreement; or
- D. Termination of this Agreement for failure to perform.

77. Liquidated Damages

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

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

- (a) Assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to LAHSA for liquidated damages in said amount. Said amount shall be assessed from the Contractor; and/or
- (b) Upon giving ten (10) business days' notice to Contractor for failure to correct the deficiencies, LAHSA may correct any and all deficiencies and the total costs incurred by LAHSA for completion of the work by an alternate source, whether it be LAHSA forces or separate private contractor, will be assessed from the Contractor, as determined by LAHSA.

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

This Section 77 shall not, in any manner, restrict or limit LAHSA's right to damages for any breach of this Agreement provided by law or this Agreement, and shall not, in any manner, restrict or limit LAHSA's right to terminate this Agreement as agreed to herein.

78. Probation

- A. LAHSA may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice.
- B. Said notice shall set forth the specific reason(s) for probation, effective date of the probation, period of probation, and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the probation notice and understands the corrective actions prescribed. In the event that Contractor fails to take the corrective actions prescribed in the time frame provided, LAHSA may suspend this Agreement.
- D. LAHSA will notify Contractor in writing of the release of the probation period when Contractor has complied with the terms of the corrective action to LAHSA's satisfaction and in LAHSA's sole discretion.
- E. If Contractor fails to take the corrective actions prescribed in the notice of probation within six (6) months from the date the Contractor receives said notice, this Agreement is subject to termination, in LAHSA's sole discretion. However, LAHSA may, in its sole discretion, grant an extension of time beyond the six (6) month period, if LAHSA determines that the continuation of the program services being provided under this Agreement are in the best interest of LAHSA and the Funding Entity(ies).
- F. In the event that Contractor is placed on probation two or more times during the term of this Agreement, the following may occur:

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

79. Suspension

- A. LAHSA may suspend all or part of the Program operations for failure of Contractor to comply with the terms and conditions of this Agreement by giving written notice.
- B. Said notice shall set for the specific conditions of non-compliance, effective date of suspension, period of suspension, and period provided for corrective action.
- C. Within five (5) working days, Contractor shall reply in writing acknowledging that it received the suspension notice and understands the corrective actions prescribed.
- D. During the suspension period, Contractor shall cease to operate the Program funded herein. In the event Contractor continues to operate the Program, LAHSA shall not be liable for any and all expenses incurred during the suspension notice.
- E. Performance under this Agreement shall be automatically suspended without any notice from LAHSA as of the date that Contractor is not fully insured in compliance with Section 47, Insurance, subsection E of this Agreement.
- F. Contractor shall not resume Program activities following a suspension until LAHSA authorizes the reactivation of the Program in writing.
- G. In the event that Contractor is subjected to suspension one (1) or more times during the term of this Agreement, the following may occur:
 1. Termination of this Agreement; or
 2. Threshold failure in any future scoring for a RFP or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of probation.

80. Force Majeure

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

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

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

81. Termination for Convenience

- A. At any time during the term of this Agreement, LAHSA may terminate this Agreement for LAHSA's convenience by giving Contractor thirty (30) days written notice thereof. The Chief Executive Officer or his/her designee is hereby authorized to give said notice on behalf of LAHSA, subject to ratification by LAHSA Board of Commissioners. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Upon such termination, LAHSA shall pay Contractor its reasonable and allowable costs, for satisfactory work performed, through the effective date of termination. Thereafter, Contractor shall have no further claims against LAHSA under this Agreement.
- B. Upon receipt of said notice of termination and except as otherwise directed by LAHSA, Contractor shall stop work under this Agreement on the date and to the extent specified in such notice. Contractor shall also complete performance of such part of the work as if it would not have been terminated by such notice.
- C. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become LAHSA property upon the date of such termination. Contractor agrees to execute any documents necessary for LAHSA to perfect, memorialize, or record LAHSA's ownership of rights provided herein.
- D. LAHSA may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in funds for this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.

82. Termination for Cause

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

83. Termination for Improper Consideration

- A. LAHSA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any LAHSA, officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to the award, amendment, or extension of this Agreement or the making of any determination with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, LAHSA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- B. Contractor shall immediately report any attempt by a LAHSA officer or employee to solicit such improper consideration. The report shall be made to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

84. Termination for Insolvency

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

85. Termination Procedures

- A. In the event LAHSA terminates this Agreement for cause, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, services similar in scope and level of effort to those terminated, and Contractor shall be liable to LAHSA for all costs and damages, including, without limitation, any excess costs for such services.
- B. All property, documents, data, studies, reports, and records purchased or prepared by Contractor under this Agreement shall be disposed of in accordance with LAHSA directives.
- C. In the event that Contractor ceases to operate (e.g., dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide LAHSA copies of all records relating to this Agreement.
- D. Upon satisfactory completion of all termination activities, LAHSA shall determine the total amount of compensation that shall be paid to Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. LAHSA may withhold any payments owed to Contractor until such time as the exact amount of damages that may be owed to LAHSA from Contractor is determined.
- F. The foregoing subsections B, C, D, and E shall also apply to activities terminating upon the date specified in Section 7, Time of Performance or upon completion of the performance of this Agreement.
- G. The rights and remedies of LAHSA provided in this Section 85 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

86. Effect of Termination

- A. In the event that LAHSA terminates this Agreement for Cause, Contractor shall not be eligible for funding under any RFP, or a RFSQ released by LAHSA for a period of five (5) years starting from the effective date of termination.
- B. In the event that Contractor terminates this Agreement without approval of LAHSA, Contractor shall not be eligible for funding under any RFP or RFSQ released by LAHSA for a period of three (3) years starting from the effective date of termination.

87. Notices of Suspension and Termination

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

88. Prohibition of Legal Proceedings

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

89. Effect of Legal Judgment and Severability

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

90. Choice of Law and Venue Governing this Agreement

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

91. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of Funding Entity(ies) or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or LAHSA, at LAHSA's discretion, may copyright the Material. If LAHSA declines to copyright the Material, LAHSA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. LAHSA and Funding Entity(ies) shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any copyright purchased under this Agreement. Contractor shall comply with 24 C.F.R. § 200.315.

D. Rights to Data

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

92. Prohibition from Participation in Future Solicitation(s)

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

93. Non Exclusivity

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

94. Notice of Delays

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

95. Integrated Agreement

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

96. Confidentiality of Information

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

B. LAHSA and Contractor agree that:

1. Each party shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LAHSA and County policies concerning information technology security and the protection of confidential records and information.
2. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their employees are only on a "need-to-know" basis.
3. Each party shall inform all of its directors, officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
4. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in § 1798.55 of the Civil Code, §502 of the Penal Code, § 2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
5. Each party, where appropriate, shall store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal or other means.
6. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

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

C. Contractor also certifies the following:

1. Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in LAHSA's or County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by LAHSA or County, without LAHSA's prior written consent.
2. Contractor will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program, and
3. The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such Program.
4. Contractor shall sign and adhere to the provisions of Exhibit B, Condition Precedent, Attachment 9, Contractor Acknowledgement and Confidentiality Agreement, and shall cause each employee performing services covered by this Agreement to sign and adhere to this Attachment.
5. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to Exhibit B, Condition Precedent, Attachment 10, Contractor's Non-Employee Acknowledgement and Confidentiality Agreement.
6. Contractor shall notify LAHSA of any attempt to obtain confidential records through the legal process.
7. Contractor agrees to notify LAHSA in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the relationship) containing Contractor's or LAHSA's Confidential Information related to this Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

97. Entire Agreement

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

98. Authorization Warranty

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

99. Counterparts and Electronic Signatures and Representations

100. Commencement Date

This Agreement shall commence on **January 1, 2024**.

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

APPROVED AS TO FORM FOR LAHSA on May 4, 2023:

Dan Kim
Deputy County Counsel

APPROVED AS TO FORM FOR LAHSA on May 4, 2023:

Catrina M. Archuleta-Silva
Deputy City Attorney

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: *Va Lecia Adams Kellum*
Dr. Va Lecia Adams Kellum
Chief Executive Officer

Executed on this: 05/22/2024

FOR: Upward Bound House

Internal Revenue Service ID Number: **95-4288926**

By: *Christine Mirasy-Glasco*
Name: **Christine Mirasy-Glasco**
Title: **Executive Director**

Executed on this: 05/18/2024

Said Agreement is **AD-1335-2208-001-01 / CA1335L9D002208** of LAHSA.

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

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

This Scope of Required Services (SRS) for Time-Limited Subsidy (TLS), contains a written summary of detailed information regarding the services that must be provided to eligible participants experiencing homelessness receiving Time-Limited Subsidy program support. This SRS and the documents that are linked hereto, in combination with the [Program Standards found here](#) and the [2019 LA City and County RRH Practice Standards](#), found here, Program Profile and Key Performance Indicators (KPI's) (formerly called Performance Targets), together, comprise the entire Statement of Work for Time-Limited Subsidy Programs. The Los Angeles Homeless Services Authority (LAHSA) maintains the right to make changes to these requirements related to prioritization, matching, and other aspects of the implementation of the complete Coordinated Entry System as well as this SRS and accompanying documents. Any program changes or updates will be noticed to programs through policies, interim guidance, and other forms of communication as LAHSA deems necessary. Any of these notices, will by fact of being sent to the Programs become a part of the Programs' obligations.

A TIME-LIMITED SUBSIDY PROGRAMS OVERVIEW (TLS)

The Time-Limited Subsidy Programs in the Permanent Housing Department of LAHSA include the following: TLS, and Shallow Subsidy. As the name states, these programs provide support to households experiencing homelessness by assisting them in accessing permanent housing quickly and for a limited amount of time. The amount of time varies by the specific program. Time-Limited Subsidies are a critical component of the LA Continuum of Care portfolio of permanent housing programs. All Time-Limited Subsidy programs are Housing First, serving anyone regardless of housing barrier, and practice trauma-informed and harm reduction approaches to their work with people experiencing homelessness. They fill the needs of people who do not need a deeper level of support that can be found in our other permanent housing programs such as Permanent Supportive Housing (PSH).

Table of Contents

A TIME-LIMITED SUBSIDY PROGRAMS OVERVIEW (TLS)	1
DEFINITIONS	5
I. ELIGIBILITY FOR SERVICES	6
1. <i>Homeless Status:</i>	6
2. <i>Income Requirements:</i>	6
3. <i>CES Initial Assessment:</i>	7
II. POPULATIONS SERVED—ALL POPULATIONS	7
1. <i>Target Populations</i>	7
2. <i>Domestic Violence/Intimate Partner Violence (DV/IPV) TLS:</i>	7
4. <i>In the Adult System:</i>	8
6. <i>Screening:</i>	8
III. CES PARTICIPATION	8
2. <i>Single Adults:</i>	9
2.1 Single Adult TLS providers.....	9
3. <i>Domestic Violence:</i>	9
IV. SUPPORTIVE SERVICES AND ACTIVITIES	9
1. <i>Problem-Solving:</i>	9
2. <i>TLS Components:</i>	10
3. <i>Case Management & Supportive Services</i>	10
4. <i>Unhoused participants:</i>	10
5. <i>Home Visits:</i>	10
6. <i>Housing-focused case management:</i>	10
7. <i>Case Management Ratios:</i>	10
8. <i>Progressive Assistance:</i>	11
V. HOUSING AND SERVICES PLANS	11
1. <i>Timing of Plans Creation:</i>	11
2. <i>Housing and Services Plans Design:</i>	11
2.1 In the Adult System,	11
2.4 In the Youth and Family System,.....	12
3. <i>Phases of Housing Services Plans</i>	12
4. <i>Voluntary Services:</i>	12



5.	<i>Referrals:</i>	13
6.	<i>Transfers to another program:</i>	13
6.2	<i>Homelessness Status</i>	13
7.	<i>Continuous Assessments:</i>	13
8.	<i>Six Months Extra Case Management:</i>	13
VI	HOUSING IDENTIFICATION SERVICES	13
1.	<i>Housing Identification and Attainment Required</i>	13
2.	<i>Housing Search Assistance:</i>	14
3.	<i>Housing First:</i>	14
3.1	<i>Transitions if can't afford Rent:</i>	14
3.2	<i>Serving Zero Income Participants:</i>	14
4.	<i>Supporting Landlord Partners:</i>	15
5.	<i>Leases:</i>	15
VII.	FINANCIAL ASSISTANCE	15
1.	<i>Rent and Move-In Assistance</i>	15
2.	<i>Rental Arrears</i>	15
3.	<i>Progressive Assistance</i>	15
4.	<i>Budgeting</i>	15
5.	<i>Progressive Assistance Time Frames</i>	16
6.	<i>Financial Policies and Procedures</i>	16
VIII.	LENGTH OF ENROLLMENT/PROGRAM EXITS	17
1.	<i>24 Months</i>	17
2.	<i>Financial Assistance Extension Requests (FAER)</i>	17
3.	<i>Exits</i>	17
4.	<i>Participant Engagement</i>	18
5.	<i>May Not Exit Participants:</i>	18
6.	<i>Terminations</i>	18
7.	<i>May Exit</i>	18
IX.	EDUCATIONAL REGULATIONS/REQUIREMENTS (for Family programs only)	19
X.	COMMUNITY BASED COLLABORATIVE REQUIREMENTS	19
XI.	PROGRAM OBLIGATIONS	19
XII.	PERSONNEL (for additional personnel requirements see the LAHSA Program Standards)	19
1.	<i>Domestic Violence Staff:</i>	19
2.	<i>Number and Experience of Staff:</i>	19



3. *Provide Staff with Tools:* 20

XIII. HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS 20

1. *Data Requirements from Program Standards* 20

1.1 Victim Service Providers 20

2. *Data Entry within 3 Days*..... 20

2.1 Housing Move-In Data 20

3. *Exit Destinations in HMIS*..... 20

XIV. PARTICIPANT MASTER FILE AND DOCUMENTATION 21

APPENDIX I. HOMELESSNESS DEFINITIONS 23

APPENDIX II. ELIGIBILITY INFORMATION 24

APPENDIX III. ELIGIBLE SUPPORTIVE SERVICES 26

APPENDIX IV. ELIGIBLE FINANCIAL ASSISTANCE 27

APPENDIX V. TLS RENTAL HOUSING and LEASE STANDARDS..... 30

APPENDIX VI. DETERMINING PARTICIPANT INCOME-INCLUSIONS 32

APPENDIX VII. DETERMINING PARTICIPANT INCOME-EXCLUSIONS..... 34

DEFINITIONS

1. **Time-Limited Subsidy (TLS) Programs:** Are a subset of programs that fall underneath the permanent housing portfolio. TLS is a Housing First, Low Barrier, Harm Reduction, Crisis Response program focused on quickly resolving the crisis of homelessness for eligible participants and assisting them to move into a permanent housing situation. TLS is one of the permanent housing programs found in the LAHSA Permanent Housing portfolio. TLS provides case management and financial assistance including rental subsidies for a period up to twenty-four (24) months. TLS case managers use Progressive Assistance to help program participants rapidly obtain and stabilize in permanent housing in either the private rental market or affordable housing market as available. TLS programs should design service provision based on the core components of TLS: Housing Identification, Rent & Move-in Assistance, and Case Management & Supportive Services. TLS Programs are expected to be aligned with the [2019 LA City and County Rapid Re-Housing Minimum Service and Universal Practice Standards](#) approved by funders in Los Angeles and by the CES Policy Council in 2019.
3. **Problem-Solving:** Is a short-term housing intervention that seeks to assist participants to identify an immediate and safe housing alternative either independently or within their own network of family, friends, and social supports. For more information refer to the [Problem-Solving Guide](#).
4. **Shallow Subsidy:** The Shallow Subsidy Program is a rental subsidy that provides limited rental assistance to reduce the rent burden for persons who have received these services and would have been successful maintaining their housing except for the high cost of the rent. The Shallow Subsidy Program provides limited case management services and financial assistance by assisting participants with housing retention including assistance with accessing wait lists for other affordable housing programs.
5. **Progressive Assistance:** This is an approach to providing financial assistance and case management services in permanent housing programs. This approach seeks to provide only the amount of assistance necessary to assist each participant reach housing retention, not more. As staff work with the participants, their work will in large part focus on assisting the participants in obtaining income. As the household's income increases, the participants will be expected to pay some portion of the rent. Progressive Assistance in case management refers to flexing the number of supportive services provided as needed. In financial assistance, participants are expected to contribute to rent in a cost sharing arrangement. Progressive Assistance calls for a discussion to occur between the participant and the staff person to determine what amount the participant is able to pay toward their rent.
6. **Warm Hand-off:** When providing participants with referrals to services or other providers, it is important for the program staff person to take an active role in making the referral happen. This trauma-informed approach ensures that the participant is securely connected to the resource. A warm hand-off consists of the staff person making the first approach to the resource to ensure that it is an appropriate referral and to learn who exactly the participant should reach out to and/or meet with. Staff should act as a facilitator for ensuring the connection occurs.
7. **Slot-Based Contracting:** In the Slot-Based system of contracting, programs will be awarded funding based on maintaining a certain number of service slots for participant enrollments and services throughout the contract year. The awarded funding amount in the Slot-Based system will be determined based on the amount of funding needed to provide the full range of services required by the program model to each enrolled participant. This will include a required caseload ratio and funding to maintain that ratio; funding

for rental assistance, move-in costs, and security deposits; furnishings, housing search and identification costs including Tenant Screening Reports; as well as administrative costs and other eligible services found in the SRS. While the number of participants will shift over the course of the year, programs are expected to fill open slots as quickly as possible after exiting a participant. The Slot-Based System represents the maximum number of participants that can be enrolled at any given time.

8. **Critical Time Intervention (CTI):** CTI is a time-limited evidence-based practice that has been successfully utilized in Permanent Supportive Housing and TLS. CTI is a model for organizing and managing the supportive services provided to participants in these programs. CTI facilitates community integration and continuity of care by ensuring that a person has enduring ties to their community and support systems during critical periods in their transitions to housing retention. For more information go to the [National Alliance to End Homelessness \(NAEH\)](#).
9. **Family:** Households consisting of one or more minor children (17 or under) in legal custody or under the guardianship of one or more adults who are living together. This includes households with same-sex partners, families with intergenerational or extended family members, unmarried couples with children, families with adults who are not the biological parents of the children, and households without minor children in which one member is pregnant, or a household with a qualified dependent.
10. **Qualified Dependent:** An individual over the age of 18 who is: (a) Incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon a parent or guardian for support.

I. ELIGIBILITY FOR SERVICES

1. Homeless Status:

Participants must be determined to be homeless (Categories 1 & 4) per HUD’s Final Rule on “defining Homeless” (24 CFR parts 91, 576 and 578). Please see Appendices for detailed description eligibility for TLS.

1.1 Programs will be responsible for documenting the determination of the participant’s homelessness status by using the LAHSA approved LA CoC Homeless Certification Form. If the forms are not in HMIS (uploaded by a previous program), the TLS question Program is responsible for obtaining all documentation forms from any referring or previous agency assisting the participant or completing the forms themselves. All documentation is required to be placed inside the participant’s master file and uploaded to HMIS, unless the program is specifically a Victim Service Providers program.

2. Income Requirements:

Participants must be determined to be income eligible by meeting the income threshold of “at or below 50% of Area Median Income (AMI)” for Los Angeles County as defined by HUD which can be found in the [HUD AMI Tables](#), which are updated annually.

2.1 Programs are responsible for obtaining all income supporting documents. See **Appendix VI and VII** for details.

2.2 If the participant cannot obtain documentation of income or provide proof of income, the Program must complete the required LAHSA eligibility forms found in **Appendix II and III**.

- 2.3 If there is a reported increase or decrease in income, program must update the income in HMIS and participant file.
- 2.4 When the annual recertification is completed, if client is found to have income exceeding 50% AMI, then the participant is to be exited from the program within 30 days.

2.4.1 If income over AMI is discovered *outside* of the annual recertification, participant remains eligible to receive services until the scheduled annual recertification date. It is at that time, based on participant's income, where it will be determined if the participant is meeting the AMI eligibility requirements.

3. **CES Initial Assessment:**

CES Surveys (CES Survey for Adults, Youth, or Families with Children) are no longer required upon intake. Upon identification of a new or updated CES Initial Assessment tool, contractor will be required to complete all necessary training to implement CES Initial Assessment tool(s) as part of client intake.

II. POPULATIONS SERVED—ALL POPULATIONS

1. **Target Populations**

The target populations for TLS are individuals, couples, Transition Aged Youth (TAY) and families (see Section I, Definitions) experiencing homelessness. Unaccompanied minors are not eligible for enrollment or services in programs that serve Single Adults. An exemption exists for unaccompanied minors who are legally emancipated.

2. **Domestic Violence/Intimate Partner Violence (DV/IPV) TLS:**

An individual or head of household in a family that identifies as a DV/IPV survivor or actively or attempting to flee, has no other residence and lacks the resources or support networks to obtain other permanent housing. These are inclusive of men, LGBTQI+ individuals, families with teenage boys, etc. Programs must serve participants with equal opportunity to be served. Unaccompanied minors are not eligible for enrollment or services. An exemption exists for unaccompanied minors who are legally emancipated.

2.1 For CoC-funded Victim Service Providers (VSP), the changes explained in the individual system **do not apply to these programs**. There is no change in the method of referrals received for these programs.

2.2 Participants who identify as survivors or actively fleeing a domestic violence situation, must be immediately offered a connection with, and provided placement into, a domestic violence shelter at their request, at a confidential location to ensure the safety and well-being of the participant.

2.3 Programs must develop and implement policies and procedures to ensure continued confidentiality and privacy of persons who are fleeing or attempting to flee domestic violence, stalking, sexual assault or human trafficking.

3. Programs shall transfer participants to a population-appropriate housing program if a change in their household status necessitates such a move, with consideration for participant choice and in alignment with program eligibility requirements. Programs shall continue providing services to such participants until the warm handoff is successfully completed.

4. In the Adult System:

Participants for Time-Limited Subsidy programs will be identified by the Housing Navigation (HN) Program in which the participant is connected to. Participants will be referred to the TLS Program by the Housing Navigation Program after the Participant has applied for a unit and determined that the TLS Program has an open slot. Programs will follow any LAHSA-developed guidance for the referral process as determined.

4.1 Participants who identify as actively fleeing a domestic violence situation, must be immediately offered a connection with, and provided placement into, a domestic violence shelter at their request, at a confidential location to ensure the safety and well-being of the participant.

4.2 Programs must develop and implement policies and procedures to ensure continued confidentiality and privacy of persons who are fleeing or attempting to flee domestic violence, stalking, sexual assault or human trafficking.

5. See **APPENDICES** for detailed description of eligibility of participants being served in the Time-Limited Subsidy Program.

6. Screening:

Programs must **NOT** establish policies and/or assessments that screen out participants or deny referrals based on any of the following criteria:

- 6.1 Lack of sobriety;
- 6.2 Those who need assistance with activities of daily living;
- 6.3 Lack of income or employment status;
- 6.4 Lack of identification documentation or legal status;
- 6.5 The presence or perceived presence of mental health issues, disabilities, or other psychosocial challenges;
- 6.6 Lack of a commitment to participate in treatment;
- 6.7 Lack of Tuberculosis test verification or COVID-19 test verifications;
- 6.8 Past program participant or previous stay at program's facilities;
- 6.9 Service Animal and/or lack of documentation for the service/emotional support animal;
- 6.10 Criminal background;
- 6.11 Presence of or number of evictions;
- 6.12 Any other criteria thought to predict challenges/barriers to long-term housing stability or generally considered "difficult to work with."

III. CES PARTICIPATION

1. Programs must identify new participants through the Coordinated Entry System (CES).

1.1 Programs must work collaboratively with CES Regional Coordinator, Outreach Coordinator, and CES Matcher to identify eligible participants. Programs must accept referrals from CES participating agencies including Interim Housing, Bridge Housing, Outreach, Housing Navigation and Transitional Housing Programs.

2. Single Adults:

TLS providers who serve single adults, except for those providing TLS to DV/IPV participants and those CoC funded TLS Programs, will be prioritizing participants residing in Interim Housing programs and/or connected to Access Centers and enrolled with Housing Navigation.

- 2.1 Single Adult TLS providers must ensure that their enrollments and exits from the program are up to date in HMIS within 48 hours of a change of status for participants. LAHSA will use this information to determine whether a program has available slots to accept a new referral. Program will follow any LAHSA guidance developed and implemented to support this referral process.
- 2.2 Housing Navigation participants will be actively referred to Time Limited Subsidy Programs. Provider will follow any LAHSA-developed guidance for the referral process as determined. Please see [TLS and Housing Navigation Onboarding Packet: Adult System Guide](#) for further guidance.

3. Domestic Violence:

Programs are also required to work collaboratively with domestic violence programs/shelters to ensure that services are made available to eligible participants of the domestic violence system.

- 3.1 Participants who identify as actively fleeing a domestic violence situation, must be immediately offered a connection and provided placement into a domestic violence shelter at their request, at a confidential location to ensure the safety and well-being of the participant.
- 3.2 Programs must develop and implement policies and procedures to ensure continued confidentiality and privacy of persons who are fleeing or attempting to flee domestic violence, stalking, sexual assault or human trafficking.

IV. SUPPORTIVE SERVICES AND ACTIVITIES

1. Problem-Solving:

All applicants of the program must first be screened for Problem-Solving to determine if it is possible for them to access other housing options and remain housed or be re-housed temporarily or permanently instead of utilizing TLS services. The first conversation upon entry should be to assess for the possibility of diversion to assist the person to self-resolve their housing crisis and/or make reasonable efforts to re-connect with supportive family and/or friends who could temporarily or permanently house the participant.

- 1.1 If resources are needed to successfully divert a person from entry into the homelessness system, a referral must immediately be made to a CES Problem-Solving Program, in order to access [Problem-Solving Funds](#) to support other permanent housing options.
- 1.2 Programs providing TLS services and assistance either directly, or through subcontracted service arrangements, must be uniquely assessed to assure they are able to provide the types of services needed by applicants. The services that can be provided are listed below but are not limited to this list. Greater details about eligible services and activities can be found in [Appendix III and IV](#).

2. **TLS Components:**

Programs providing TLS are funded for the following services:

- 2.1 Intake and Enrollment
- 2.2 Housing Identification
- 2.3 Case Management
- 2.4 Financial Assistance

3. **Case Management & Supportive Services**

Case Management is provided by staff to assist participants in retaining their permanent housing. The primary objective of housing-focused Case Management/Support Services is to extend support to participants, through an individualized case management relationship, that will ultimately translate to increased housing retention.

4. **Unhoused participants:**

For participants who are unhoused, Program staff must meet with participants a minimum of once (1 time) a week to discuss and review the housing search plan. Program staff must update the housing search plan as needed.

5. **Home Visits:**

Program staff must conduct a minimum of one (1) home visit each month after the participant has moved into their housing. If Public Health guidance does not allow home visits, then virtual home visits are acceptable and should be appropriately logged into HMIS or participant files at the intensity appropriate with identification of the type of meeting that was held. Programs shall increase and decrease the intensity of case management services in a Progressive Assistance manner as needed. This includes increasing the frequency of meetings and home visits as needed. If a home visit cannot be conducted due to health and safety concerns, then other spaces and settings can be utilized if they offer adequate privacy to discuss confidential matters.

6. **Housing-focused case management:**

Sessions shall be dedicated to activities that support the housing retention process. This may include but is not limited to assessing and reassessing needs; safety planning, educating participants on community resource opportunities; developing a household budget; developing housing retention plans; scheduling appointments; and providing necessary follow-up to ensure that retention plans are progressing on schedule and that needs are adequately being addressed.

7. **Case Management Ratios:**

Programs must maintain a ratio of approximately one (1) case manager to every twenty (20) participants for optimal service delivery. Caseloads should be determined through consultation between line and supervisory staff while examining the level of need, the amount of contact needed to successfully engage the household and the length of time needed to meet participants where they reside.

7.1 It is acceptable to maintain a lower caseload ratio when serving youth or when serving a participant that requires extra effort for engagement and successful case management.

7.2 In the event that a program loses staff in such a way that it will affect their client to staff ratios, the program must inform the LAHSA Coordinator and work with them to develop an acceptable plan for a temporary increase in caseload ratios. In general, programs will be provided with a

three (3) month period in which to replace lost staff. After that time, programs will be expected to lower their caseloads to the original contracted-for level.

8. Progressive Assistance:

Case Management services, as well as financial assistance, should adhere to a Progressive Assistance (also known as Progressive Engagement) approach to service delivery. In Progressive Assistance, the case management staff are regularly re-assessing the needs of the participant and adjusting their support (and financial assistance) as appropriate. Staff will find that the needs may go up and down depending on what the participant is experiencing.

8.1 If there is a time after the participant has been housed, that they need less case management, then it can be tapered off with the agreement of the participant. However, no amount of tapering will interfere with the requirement to have one (1) face-to-face meeting a month as a home visit. This should be explained to the participant early on during enrollment, so they understand the requirement. Additionally, case managers who have “tapered off” should stay ever vigilant for the fact that something new may occur which will cause the participant to need more case management (or financial assistance) in the future.

8.2 The amount of case management and financial assistance are not directly tied together. It is possible to scale back case management to a minimal amount while still paying financial assistance if warranted and agreed upon with the participant. Likewise, it is possible that financial assistance may no longer be needed, but the participant could still benefit from and want case management support.

V. HOUSING AND SERVICES PLANS

1. Timing of Plans Creation:

Case Managers must complete a Housing and Services Plan in coordination with the participant within the first fourteen (14) days of enrollment. The Housing and Services Plan will be the road map of services that are to be provided, actions that need to be taken (by both staff and the participant) and referrals that need to be made. Housing Plans summarize the participant’s goals, and immediate action steps toward those goals. The Plans are updated as the person’s situation changes, and steps are completed or revised. Plans should be simple and short. The Housing and Services Plan should be considered the participant’s plan and should be signed by the participant as it is developed and updated. A copy of the plan should be provided to the participant, including each time it is updated. The phases of the Housing and Services plan must emphasize the short-term nature of Time Limited Subsidy Program with the goal of a sustainable exit from the Program. For more information on the phases of Housing Plans, see the [LA City and County RRH Minimum Practice Standards](#).

2. Housing and Services Plans Design:

The Housing and Service Plan has now shifted to being a three phased approach plan that is focused on housing search, housing retention, and transition out of the TLS program. TLS Providers are now required to complete the new phased approach plan.

2.1 In the Adult System, Part A: Housing Search Plan will be completed by Housing Navigation

Programs.

- 2.2 TLS Providers who serve single adults will be required to complete Part B and Part C of the Housing and Services Plan. In Part B: Housing Retention Plan, Providers in collaboration with participants will be developing goals focused primarily on housing retention strategies.
- 2.3 In Part C: Transition Plan, Providers in collaboration with participants will be developing exit strategies.
- 2.4 In the Youth and Family System, TLS Providers will be responsible for completing all three phases of the Housing and Services Plan—Part A: Housing Search Plan, Part B: Housing Retention Plan, and Part C: Housing Transition Plan.

3. Phases of Housing Services Plans

Plans should address distinct phases of program participation focusing on housing search, retention, and exit planning. The focus of exit planning should occur early in phase 2 of the Housing and Services Plan: the housing retention plan. An evaluation and review of plans should be conducted frequently to ensure once all primary housing retention goals are achieved, whether or not the participant can afford the full rent upon program exit. If the participant cannot afford the full rent, a referral to other affordable housing options should be considered and/or Shallow Subsidy.

- 3.1 Prior to referring to the participant to other affordable housing options and/or Shallow Subsidy, if the referring Provider is working with the participant to obtain affordable housing by way of a waitlist, the referring Provider must ensure that they update the waitlist with the new point of contact's information.
- 3.2 While pursuing other avenues, it is critically important that the TLS program continue to provide the full range of services until the participant has been successfully and fully connected to the new housing program.

Detailed information on how to complete these new forms can be found on the Housing and Services Plan User Guide.

4. Voluntary Services:

Since services and resources are voluntary; the degree of engagement between participant and case manager will determine the services, timing, and sequence of referrals. Programs must assist participants with the range of funded and leveraged activities based on the needs and desires of the participant. Such services/resources include but are not limited to:

- 4.1 Accessing personal identification (critical for connecting to housing)
- 4.2 Interim Housing
- 4.3 Crisis Intervention
- 4.4 Physical Health Care
- 4.5 Mental Health Care
- 4.6 Mainstream Benefits Establishment
- 4.7 Substance Use Treatment
- 4.8 Educational Support
- 4.9 Life Skills Development
- 4.10 Legal Services
- 4.11 Employment Services
- 4.12 Vocational Training
- 4.13 Credit counseling

- 4.14 Financial literacy training
- 4.15 Transportation
- 4.16 Reunification/Problem-Solving
- 4.17 Tenancy Rights and Responsibilities
- 4.18 Landlord Relations
- 4.19 And others as identified and needed.

5. Referrals:

When a referral is made to any community service, case managers shall provide a warm hand-off and follow-up to ensure the linkage has been made successfully. All referrals should be noted in HMIS.

6. Transfers to another program:

If a program determines the participant needs a different level of support than is provided by TLS, they must refer the participant to a “better-fit” program through the CES SPA process. Please see the [CES Transfer Policy](#).

6.1 If the participant is going through a transition to a different program, the TLS program must continue to provide the full range of services to that participant until such time as the participant is fully integrated into the new program and a warm hand-off has been accomplished.

6.2 Homelessness Status: As long as the participant is still enrolled in the Time Limited Subsidy Programs (TLS), that participant maintains their homelessness status, as well as their chronic status relative to eligibility for PSH or other housing programs. Programs must review [HUD FAQ 529](#) to ensure chronic homeless status and eligibility for PSH for participants enrolled in Rapid-Re-Housing is fully understood.

6.3 Programs shall annually recertify participants’ eligibility for the program. Certification will include verification of income and authorization signatures.

7. Continuous Assessments:

Programs must continually assess participant needs and provide individualized services and/or referrals needed to make progress towards housing stability.

7.1 Programs may consider the use of the Critical Time Intervention model that has been modified for use with Rapid-Re-Housing as a part of their housing supports work.

8. Six Months Extra Case Management:

Participants are eligible for up to six (6) months of case management after financial assistance is completed if continued case management is needed.

VI HOUSING IDENTIFICATION SERVICES

1. Housing Identification and Attainment Required

Housing Identification is required unless the program is funded to serve Single Adults, in which case Housing Navigation provides these services. Programs must identify housing resources and develop

relationships with property owners, property management companies, and landlords throughout their respective regions to increase the permanent housing opportunities for participants. Programs will be responsible for identifying available and appropriate housing units, cataloging unit specifications, reviewing, and negotiating leases with landlords/property managers, conducting unit site visits and provide support regarding budgeting for housing expenses.

- 1.1 LAHSA recommends that programs identify specific staff to be responsible for the work involved in identifying and engaging with new landlords for finding units for their participants. This work is time-intensive and requires specialized skills and is best not included in the responsibilities of case managers.
- 1.2 In addition to the work being done by program staff to identify units and engage with landlords, the [PATH Lease Up Program](#) provides access to hundreds of available units across LA County by providing holding fees, risk mitigation funds, and Tenant Screening Reports to make assisting participants in identifying available units easier.

2. Housing Search Assistance:

Programs must assist participants in their housing search process. Assistance includes:

- 2.1 Assisting participants in meeting with landlords. This includes preparing the participants to understand the requirements of the lease, expectations for tenancy, requesting maintenance, among others.
- 2.2 Meeting with clients as prescribed below to ensure the client continues to progress forward. That may include assisting with benefit applications, referrals to other agencies, employment/job search assistance, etc.
- 2.3 Programs are responsible for necessary housing inspections and ensuring that housing meets habitability standards (**See Appendix V**). If the program works with Lease Up, Lease Up manages all needed inspections.

3. Housing First:

In a Housing First program staff must take all reasonable steps to ensure that the rent for the unit is reasonably in reach for the participant once financial assistance has ended. Programs must assist the Participant with budgeting to ensure housing sustainability upon exit. Programs must commit to a significant focus on assisting participants to consider shared housing as a possible housing placement.

- 3.1 Transitions if can't afford Rent: If the participant completes their primary housing retention goals, but cannot afford the full rent at the end of the proscribed length of the program, a referral to other affordable housing such as those for seniors, people with disabilities, tax credit units, vouchers and others such as [the Shallow Subsidy Program](#) should be considered.
- 3.2 Serving Zero Income Participants: Programs cannot withhold housing participants because they have zero income. Programs are required to house every participant and then work with them to ensure they can sustain their housing through their case management services.

4. Supporting Landlord Partners:

Programs must provide support to their landlord partners as needed by responding to calls of concern or for assistance in a rapid fashion (within 24 hours); working collaborative with landlords to address participant lease violations; ensuring that rental payments are made on time; and providing dispute mediation for the Landlord and the participant.

4.1 See [LA City and County RRH Minimum Practice Standards](#) document section on Customer Service Supports for Landlords and Property Managers for more detail on expectations for working with landlords.

5. Leases:

Programs must ensure that participants sign a lease that is in accordance with the Rental and Lease Standards found in [Appendix V](#). For participants who enter into a shared housing situation, programs must secure an individual lease for each person in the shared housing to protect their tenancy rights.

VII. FINANCIAL ASSISTANCE

1. Rent and Move-In Assistance

Programs must provide the financial assistance needed to identify and maintain housing. See [Appendix IV](#) for details about categories of financial assistance. Rental Assistance must be flexible and individualized utilizing a Progressive Assistance approach and ensure the Participant can reasonably be able to maintain the housing once the temporary rental assistance ends.

2. Rental Arrears

Programs may pay rental arrears only if necessary to rehouse a participant. A maximum of 6 months of arrears can be paid. This should be used only to pay arrears on a previously leased unit that is preventing a participant from moving into a new unit.

2.1 TLS cannot pay rental arrears for housed participants that are not enrolled in the TLS program.

2.2 If the participant has accrued arrears after exiting the TLS program, the participant should be referred to other resources such as Homeless Prevention or 211.

2.3 If the participant is currently enrolled and in a unit, any payments made to current landlords would be considered rental assistance. If the participant accrues a balance while enrolled, it is considered rental assistance.

3. Progressive Assistance

Progressive Assistance requires that over time, the participants will gradually assume more and more responsibility for the cost of the rent for their unit. Progressive Assistance recognizes that this increase may occur gradually but must also be flexible enough to move backwards if the participant faces a new financial crisis, requiring the Program to assume more of the cost of rent for the time being.

4. Budgeting

Program must provide support regarding budgeting for housing expenses by helping the participant to understand their responsibilities as well as how to reduce costs to help maintain their housing. In addition, Programs shall assist participants in meeting basic needs at move-in by securing basic furnishings and appliances (if not provided by the landlord). Eligible categories of financial assistance can be found in

Appendix IV. Providers should create a budget at intake and update it every 90 days.

5. Progressive Assistance Time Frames

Program must ensure that the following timeframes are followed for assessing when a Participant can begin to pay a portion of the rent:

- 5.1 If a participant has income when they enter the program, staff should discuss rent sharing with the participant no later than three months after moving into housing. If the participant has zero income at this time, this should be a signal that the two parties must increase the focus on establishing income.
- 5.2 No later than six (6) months after moving into housing and Program providing 100% of rental assistance (only if needed), if the participant has zero income at this time, this should be a signal that the two parties must increase the focus on increasing income immediately.
- 5.3 A solid best practice is to begin the rent sharing by requesting that the participant contribute 30% of their income towards their rent. However, if the participant's only income is low, GR for example, that may not be reasonable. The goal for case managers is to assist the participant in understanding and beginning to contribute something toward the rent whenever they have income.
- 5.4 This guidance is not meant to suggest a rigid approach to determining the participant's contribution toward the rent, but rather to provide guidance about how to approach this, often difficult, topic. Rental assistance must be flexible and individualized utilizing a Progressive Assistance approach and with the goal of working toward the ability of the participant to be able to afford the full rent by the time they exit the TLS Program.
- 5.5 Programs must provide support regarding budgeting for housing expenses by helping the participant understand their responsibilities as well as how to reduce costs to help maintain their housing. In addition, Programs shall assist participants in meeting basic needs at move-in by securing basic furnishings and appliances if not provided. Eligible categories of financial assistance can be found in Appendix IV.

6. Financial Policies and Procedures

Programs must have policies and procedures that manage the monitoring and coordination of the use and disbursement of financial assistance including: the process for ensuring that all rental assistance payments are timely; those payments are paid to appropriate parties; and how to determine the amount of rental assistance that will be provided following a progressive assistance approach. This also includes timely and accurate data entry in the LA CoC HMIS system (or participant file) and documentation of financial expenditures. Programs shall not provide financial assistance directly to any program participant, rather Programs will ensure that landlords, utility providers and other such services are paid directly. Programs must ensure that all payments are timely.

- 6.1 Programs must manage payment in a manner that does not result in lease violations for the participant or other penalties related to lack of timely payment. Late payments to landlords or other such services could potentially be grounds for termination of the contract. Programs will be

responsible for paying any penalties or late fees resulting from their r. agency's failure to process rental payments in a timely manner.

- 6.2 Programs must have documented verification of ownership before providing any payment including security deposits or rental assistance. To reduce potential barriers to engaging new property owners, LAHSA encourages that programs do not ask for grant deeds or tax records and instead use a data base to confirm ownership. Lease Up handles the verification of ownership, if Programs utilize their program.

VIII. LENGTH OF ENROLLMENT/PROGRAM EXITS

1. 24 Months

LAHSA TLS programs allow participants to receive up to 24 months of financial assistance if needed. The 24 months of assistance allowed by TLS, is counted by the number of months that financial assistance is provided. The length of time a participant does not receive financial assistance, is not counted towards their 24 months' timeline.

2. Financial Assistance Extension Requests (FAER)

- 2.1 If additional months of financial assistance are required beyond the 24 months, providers must submit a FAER request. The FAER should include a transition plan and justification for how the additional assistance will support the household to maintain permanent housing.
- 2.2 The FAER should only be used for the following, but not limited to
 - 2.2.1 Requesting additional months of financial assistance exceeding 24 months;
 - 2.2.2 Other unique situations not covered by the SRS;
 - 2.2.3 Other costs not noted in the SRS, only as permitted by funding sources
- 2.3 Prior to submitting to LAHSA staff, the request should be reviewed and approved by Program Manager
- 2.4 Providers must obtain LAHSA approval prior to rendering any financial assistance beyond 24 months.

3. Exits

Programs may exit participants from Case Management and Financial Assistance services in collaboration with the participant when the any of the following conditions are met:

- 3.1 Participant and program agree that the participant has completed the primary housing retention goals outlined in Housing and Services Plan and the Participant and Case Manager believe that the participant has reached a reasonable level of retention in permanent housing.
- 3.2 If Participant relocates to another CoC; however, the Program may continue to provide services if it is possible to do so (as in a neighboring CoC) and if monthly meetings can continue to be provided.
- 3.3 If Participant utilizes reunification services or otherwise self-resolves their housing crisis.
 - 3.3.1 If the participant is already in a lease, the program must coordinate with the landlord to ensure that the landlord does not suffer any negative financial consequences.

- 3.4 If Participant will be hospitalized or incarcerated for ninety (90) days or more. If participant is in housing, the Program must provide necessary assistance to ensure the participant's absence does not result in a lease violation.
- 3.5 If Participant is dually enrolled in another Permanent Housing program. This includes Department of Health Services (DHS) and Department of Mental Health (DMH) housing programs.
- 3.6 If the participant cannot sustain the unit at the time of exit, Programs shall **NOT** exit them without first offering referring them to an alternative housing resource. All referrals and efforts to connect participants to referrals must be documented in HMIS.

4. Participant Engagement

Participant engagement is the responsibility of program staff. Staff should always be working to ensure that they are in regular contact with the participant and have established an engaged relationship. If a staff person falls out of contact with a participant and cannot reach them, they must take due diligence to attempt to reconnect. A participant can only be terminated from an TLS Program for lack of contact after ninety (90) days and multiple, demonstrated [and documented] attempts to reach and talk with the participant by the Program staff. If the participant is in a lease, the Program must coordinate with the landlord to minimize the financial consequences to the landlord.

- 4.1 Participant's refusal to engage in case management cannot be a reason for exiting the participant from the program.

5. May Not Exit Participants:

Program must NOT exit participant from the program due to:

- 5.1 Active substance use
- 5.2 Failure to abide by participant budget
- 5.3 Noncompliance with Housing and Services Plan
- 5.4 Active Health Issues
- 5.5 Medication non-compliance
- 5.6 Desire to be assigned to another case manager
- 5.7 Being evicted from their unit

6. Terminations

Program may exit (terminate) a participant pursuant to its termination policies and procedures, however, program termination policies and procedures must not conflict with any parameters set forth in the LAHSA Program Standards or Scope of Required Services.

7. May Exit

Program may exit (terminate) for the following reasons:

- 7.1 Possession of weapons
- 7.2 Sexual misconduct/assault
- 7.3 Behaviors that are a danger to others
- 7.4 Verbally/physically threatening behaviors
- 7.5 Physical violence to staff and/or other participants
- 7.6 Direct observation of participant engaging in illegal activity on contractor's site.

8. Terminations for other reasons not stated above must be approved by LAHSA’s Quality Standards Unit within the Interim Housing Department by either contacting LAHSA’s grievance email: grievances@lahsa.org, or contacting the Grievance Hotline: 213-225-8442. Program must have a procedure that describes how a program participant will be provided a written termination notice, when termination occurs.
9. LAHSA must be notified immediately of incidents that result in injury, any actions of violence, signs of contagious disease, signs of abuse/neglect, death of participants and/or staff, damage/theft to facility and/or property by participants and/or staff, or emergency personnel (fire, first responders, police, sheriff, etc.) being discharged to any and all of the Contractor’s facilities receiving LAHSA funded-homeless services and the resolution of the incident. [LAHSA Incident Report](#).
10. For more information about terminations/exits from a program, see the [LAHSA Program Standards](#) section on Terminations Policies and Procedures and the section on Health, Safety, and Incident Reports.

IX. EDUCATIONAL REGULATIONS/REQUIREMENTS (for Family programs only)

1. Program must, as required by the McKinney-Vento Act (and as amended by the HEARTH Act) Title IX, Part A of the “Every Student Succeeds Act” (ESSA), demonstrate that they have established education-related policies and practices for minors enrolled in their program. The Program must document education-related policies and practices for program clients, as well as the procedures to ensure compliance.

X. COMMUNITY BASED COLLABORATIVE REQUIREMENTS

1. Programs must adhere to the [LAHSA Program Standards](#) on Community Based Collaborations.

XI. PROGRAM OBLIGATIONS

1. Programs must adhere to the Program Obligations found in the [LAHSA Program Standards](#).

XII. PERSONNEL (for additional personnel requirements see the LAHSA Program Standards)

1. **Domestic Violence Staff:**
Program shall ensure that all staff and volunteers that work with, or come into contact with households experiencing or fleeing domestic violence or intimate partner violence meet the definition of “Domestic Violence Counselor” set forth by [California Evidence Code 1037.1](#).
2. **Number and Experience of Staff:**
Program shall assign a sufficient number of staff with background experience and expertise to provide the services required in the Scope of Required Services (SRS).

3. Provide Staff with Tools:

Program shall provide all staff the tools needed to successfully accomplish their work with participants including:

- 3.1 Computers and/or laptops/tablets
- 3.2 Internet connectivity while in the field and working from home
- 3.3 Access to files and email while working remotely
- 3.4 Cell phones
- 3.5 Space where they can have private meetings with participants as needed for privacy

XIII. HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

1. Data Requirements from Program Standards

Programs must adhere to the HMIS Data Collection and Participation Requirements found in the LAHSA Program Standards, unless they are a Victim Service Providers (VSP) who are exempt from using HMIS.

1.1 Victim Service Providers

VSPs are required to provide aggregate data as needed by LAHSA staff.

2. Data Entry within 3 Days

Data collected from participants including the required data elements identified in the HMIS Data Standards and any subsequent updates must be entered into HMIS within three (3) business days. If/when data is collected on a physical paper form, the data entry policy still applies: The data are to be transferred to HMIS no later than three (3) business days. The usage of paper forms needs to follow the guidelines set forth by the grantor, especially paper forms that include the participant's signature or are required to be a part of the master file.

2.1 Housing Move-In Data

Programs must enter housing move-in data into HMIS on the same day the participant takes physical occupancy of any type of permanent housing. It is required for the Head of Household only.

2.2 In the event a participant is transferred into a TLS program having already moved into a permanent housing unit, the participant's program start date and the Housing Move-in Date will be the same.

3. Exit Destinations in HMIS

Exits must be entered in HMIS and must indicate where the participant is expected to stay after they complete or stop participating in the program. The destination response category must reflect what most closely matches where the participant will be staying after exiting the program.

4. For more details on HMIS responsibilities, see the [LAHSA Program Standards](#).

XIV. PARTICIPANT MASTER FILE AND DOCUMENTATION

Programs must maintain a file for each participant enrolled that includes but is not limited to Core Documents and necessary documentation.

Document	Guidance	Required to be uploaded into HMIS
Participant Identification	Required - See Appendix II	Yes
LA CoC Homeless Certification	Required- - See LAHSA approved form. See Appendix I	Yes
Income Documentation	Required - See Appendix VI and VII	No, but required for participant file
Household Composition and Income Eligibility Form	Required - Use LAHSA approved Household Composition and Income Eligibility Calculator on MyOrg. Once completed print out form and place in file.	No, but required for participant file
Proof of Ownership	Must be obtained before any payments are made. Print Out from Property Ownership websites, etc. or a deed of ownership from the owner/landlord will suffice.	No, but required for participant file
Rent Reasonableness Form	Required - See LAHSA approved Rent Reasonableness Form 1652	Yes
W-9 of Landlord	Required - If providing a Security Deposit and/or Rental Assistance. Must be uploaded before any payments are made.	Yes
Financial Assistance Receipts/documents	Required - See Appendix IV . Must track all financial assistance in HMIS.	No, but required for participant file
LAHSA Habitability Standards for Permanent Housing Form	Required - See LAHSA approved form 1083 See Appendix VI and VI-A	Yes
Rental Agreement/Lease	Copy uploaded to HMIS Required for all housing placements (or participant file)	Yes
Grievance Procedure Acknowledgement Form	Agency created form. Must be dated and signed by the participant and Contractor at enrollment	No, but required for participant file
Housing Plans	Required- track the date the HSP was completed in HMIS (or participant file) and any updates to the plan. Provider created or LAHSA HSP forms can be used. See LAHSA Form 1186 Part A: Housing Search Plan (Family and Youth Providers Only) Part B: Housing Retention Plan Part C: Transition Plan	Yes
Case Notes	Required: Document every engagement with the participant especially the monthly (minimum) home	Yes



**2023-2024 Time Limited Subsidy (TLS) for
 All Populations (including
 Domestic Violence (DV)/
 Intimate Partner Violence (IPV);
 Scope of Required Services (SRS)**

	visits into HMIS (and participant file)	
Budget	Required: Must use a budgeting tool to support case management and progressive assistance	Yes
Annual Recertification	Required- see LAHSA approved Annual Recertification Form	Yes
Exit Summary in HMIS	Required: Complete exit in HMIS NOT A SEPARATE FORM	Yes

APPENDIX I. HOMELESSNESS DEFINITIONS

<p>Category 1</p>	<p>Literally Homeless</p>	<ul style="list-style-type: none"> • Written observation by the outreach worker; or • Written referral by another housing or service provider: or • Certification by the individual or head of household seeking assistance stating that s/he/they was living on the streets, in a shelter, another place not meant for human habitation, or a hotel/motel paid for by a homelessness services organization <p><u>Use LA CoC Homeless Certification Form and upload to HMIS</u></p> <ul style="list-style-type: none"> • For individuals exiting an institution (treatment program, jail, prison, hospital)—one of the forms of evidence above and: <ul style="list-style-type: none"> ○ Discharge paperwork or written/oral referrals, or ○ Written record of intake worker’s due diligence to obtain evidence and certification by the individual that exited the institution
<p>Category 4</p>	<p>Survivors, Fleeing/Attempting to flee DV, IPV, Sexual Assault, stalking or Human Trafficking</p>	<ul style="list-style-type: none"> • For victim services providers: • An oral statement by the individual or HOH seeking assistance which states: they are fleeing, experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, they have no subsequent residence, and they lack resources. Statement must be documented by a self-certification or a certification by program staff. For Non-Victim services providers <ul style="list-style-type: none"> ○ Oral statement by the individual or HOH seeking assistance that they are fleeing, experiencing trauma or a lack of safety related to, or fleeing or attempting to flee. This statement is documented by a self-certification or by program staff. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and ○ Certification by the individual or HOH that no subsequent residence has been identified; and ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
<p>REQUIRED FORMS</p>		<ul style="list-style-type: none"> • LA CoC Homeless Certification Form
<p>Status must be documented in HMIS or participant file</p>		<ul style="list-style-type: none"> • Use the HMIS Client Summary Report or • LA CoC Homeless Certification Forms (above)

APPENDIX II. ELIGIBILITY INFORMATION

CATEGORY	GUIDANCE
<p>Populations Served</p>	<p><u>Adults</u>: individuals or household where all members are 18+</p> <p><u>Youth</u>: Individuals between the ages of Ages 18-24 enrolled in TAY TLS program prior to turning 25 will remain eligible for services until exited, regardless of age.</p> <p><u>Families</u>: Households consisting of one or more minor children (17 or under) in legal custody or under the guardianship of one or more adults who are living together. This includes households with same-sex partners, families with intergenerational or extended family members, unmarried couples with children, families with adults who are not the biological parents of the children, and households without minor children in which one member is pregnant, or a household with a qualified dependent.</p> <p><u>Qualified Dependent</u>: An individual over the age of 18 who is: (a) Incapable of self-sustaining employment by reason of mental or physical disability, and (b) is dependent upon a parent or guardian for support.</p>
<p>Participant Identification</p>	<ul style="list-style-type: none"> • If a participant does not have identification at the time of program screening, <i>program must not deny enrollment into the program and rather, assist the participant in obtaining whatever ID is needed after enrollment.</i> • Participant must (eventually) have a form of identification on file. • Acceptable forms of ID <ul style="list-style-type: none"> ○ <u>Category A</u>: acceptable forms of government ID <ul style="list-style-type: none"> ▪ State-issued DMV ID ▪ State-issued DMV driver’s license ▪ Passport/Passport Card ▪ US Military ID ▪ Immigration Services ID (USCIS) ▪ Visa issued by the US Depart. Of State ▪ Government issued ID ○ <u>Category B</u>: alternative photo ID <ul style="list-style-type: none"> ▪ Student ID ▪ Shelter ID ▪ Employment ID ▪ Bank/Debit/Credit Card ▪ Transportation Card (Metro) ▪ Library Card ▪ Gym Membership Card ▪ Warehouse Club Membership Card ○ <u>Category C</u>: Alternative non-photo ID <ul style="list-style-type: none"> ▪ Birth Certificate



**2023-2024 Time Limited Subsidy (TLS) for
All Populations (including
Domestic Violence (DV)/
Intimate Partner Violence (IPV);
Scope of Required Services (SRS)**

	<ul style="list-style-type: none"> ▪ Utility Bill ▪ Lease/Rental Contract ▪ School Records ▪ Medical/Dental insurance card ▪ Debit/bank card ▪ Credit Card ▪ Legal records/court document ▪ Tax Identification Number (TIN)/paperwork ▪ Social Security Card ▪ American Automobile Association Card (AAA) ▪ American Association of Retired Persons Card (AARP) <p>IMPORTANT: <i>If the person does not have anything in Category A, they may provide one from Category B <u>AND</u> one from Category C</i></p> <p>A copy of a Social Security Card is not a requirement</p>
Income	Participant must be at or below 50% AMI and must be re-evaluated annually as to their income is within this level. Documentation must be placed in HMIS or in participant file if DV/IPV provider. Please see Appendix VI and VII for income documentation guidance.
Ongoing Eligibility	Participants’ eligibility must be re-evaluated annually to ensure that their income does not exceed 50% AMI for LA County
Geography	Household must be a current resident of the County of Los Angeles. If the person reports that they slept within the County geographic boundaries the previous night, they meet the requirement that they are a resident of Los Angeles County.
Veterans	Must not be eligible for Supportive Services for Veterans Families (SSVF); Verification from an SSVF provider that the Veteran has utilized all available SSVF resources or does not qualify for SSVF is required to serve participants.

APPENDIX III. ELIGIBLE SUPPORTIVE SERVICES

Supportive Services	Guidance
Case Management	<p>Assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of program participant(s), including:</p> <ul style="list-style-type: none"> • Intake Assessment - Providing ongoing risk assessment and safety planning for survivors of DV/IPV • Housing focused case management • Counseling • Developing, securing, and coordinating services • Obtaining Federal, State, and local benefits • Monitoring and evaluating program participant progress • Providing information and referrals to other providers • Developing an individualized housing and services plan, with a focus on a path to permanent housing • Providing home-based face-to-face services • Support associated with the entire housing search, attainment and move-in process • Conducting required annual assessment of service needs (re-evaluation) • May provide case management up to 6 months after the assistance stops • Must meet with participant at least once per month, preferably in their home
Child Care (COC funded programs only)	<ul style="list-style-type: none"> • CoC Supportive Services Funds for Child Care: If CoC funds are used to provide childcare to homeless families, according to COC Interim Regulations at 24 CFR 578.53(e)(4), the programs must be licensed. • Programs must ensure that children in childcare must be under the age of 13 unless they have a disability and are under the age of 18
Education Services	The costs of improving knowledge and basic educational skills
Employment Assistance & Job Training	The costs associated with assisting a participant in accessing a job, training programs, etc. including licensing fees, some specific elements of clothing tied to a job (boots, etc.)
Housing Search & Counseling Services	<p>Assist participants in locating, obtaining, and retaining suitable housing, including:</p> <ul style="list-style-type: none"> • Housing search • Tenant counseling • Understanding leases • Arranging for utilities • Making moving arrangements • Mediation with property owners and landlords • Credit counseling, accessing a free personal credit report, and resolving personal credit issues • Payment of rental application fees, Security Deposits and other required fees associated with moving in.

APPENDIX IV. ELIGIBLE FINANCIAL ASSISTANCE

Type of Assistance /Cost Category	Activity	Guidance	Documentation
Financial Assistance	Landlord Incentives (Non-CoC funded)	<p>Maximum Allowable: Up to \$1500</p> <p>Vacancy Loss Fee: Payment Up to 1 month’s rent, if mediation is unsuccessful in resolving landlord vs. tenant dispute, or egregious violations of lease, or safety issues concerning tenant that would require immediate removal from property/lease, or if tenant is evicted from the unit for good cause.</p>	<ul style="list-style-type: none"> • Receipt • Copy of the lease • W-9 on file •
Rental Assistance	Rental Assistance	<p>Up to twenty-four (24) months and includes first and last month’s rent.</p> <p>Assistance cannot be provided to a participant who is already receiving rental assistance or living in a housing unit receiving rental assistance or operating assistance through other Federal, State, or local sources. This includes Housing Choice Vouchers, Emergency Housing Vouchers, Section 8, Low Income Housing Tax Credit Properties, and other subsidized units. Providers should review participant’s lease to verify if the unit is being subsidized through a tax credit. If needed, consult with your LAHSA Coordinator to determine if the Tax Credit property is subsidized.</p>	<ul style="list-style-type: none"> • Lease Agreement • Landlord W-9 • Proof of Property Ownership • Receipt(s) of payments • Habitability Inspection (See App V) •
Financial Assistance	Security Deposit	<p>Payment amount should not exceed two (2) month’s rent unless fully furnished (See CA Civil Code 1950.5).</p> <p>Security deposits can be utilized as often as <i>necessary</i> to ensure participants become/remain permanently housed.</p>	<ul style="list-style-type: none"> • Lease Agreement • Landlord W-9 • Proof of Property Ownership • Inspections (see above) • Receipts
Rental Assistance	Rental Arrears	<p>Only if necessary to re-house. Maximum of six months of arrears.</p> <p>When a participant is enrolled and, in a unit, any payments made to current landlords would be considered rental assistance, not rental arrears. If the participant accrues a balance while enrolled in TLS, it is considered rental assistance, not rental arrears.</p>	<ul style="list-style-type: none"> • Statement or receipts

		<p>If the participant has accrued arrears after exiting the TLS program, the participant should be referred to other resources such as Homeless Prevention or 211.</p> <p>TLS cannot pay rental arrears for housed participants that are not enrolled in the program.</p> <p>DOES NOT count toward the 24 months of assistance.</p>	
Financial Assistance	Utility Deposit	<p>Standard deposit required for each needed utility (incl trash). Maximum of one (1) deposit per 12-month period per utility. Eligible utilities include electric, gas, water, and trash.</p> <p>DOES NOT count toward the 12 months of Utility Assistance.</p>	Copy of bill or receipt of payment.
Financial Assistance	Utility Assistance	Up to twelve (12) months including first month's payment.	Copy of bill or receipt of payment.
Financial Assistance	Utility Arrears	Maximum six (6) months of arrears per utility (including late fees). DOES NOT count toward the 12 months of Utility Assistance.	Copy of bill or receipt of payment.
Financial Assistance	Move-In Expenses	<ul style="list-style-type: none"> o Application Fee, Key fee, etc. o Storage Fees (Up to three (3) months) o Cost of truck rental or hiring a moving service, etc. 	<ul style="list-style-type: none"> • Receipts • Storage: bill reflecting monthly fees • Copy of lease
Financial Assistance	Essential Furnishings	<p>Eligible items include but are not limited to:</p> <p>Appliances: Lamp, fan, microwave, refrigerator, TV, and stove.</p> <p>Bedding: mattress, box spring, & frame</p> <p>Furnishings: basic bedroom & living room items including sofa, futon, love seat, dresser, coffee table, nightstand, & dining set.</p> <p>Linen: Bath towels, dish cloth, comforter, sheets, bathmat, pillow, & shower curtain.</p> <p>Kitchen: Bakeware, cookware, dinnerware, flatware, & glassware.</p> <p>Cleaning Supplies: Trash can, trash bags, broom & pan, cleaner, cleaning towels, vacuum, mop + pail, laundry detergent, sponges.</p>	<ul style="list-style-type: none"> • Copy of the itemized receipt • Copy of all receipts • Copy of Lease • Delivery confirmation
Financial Assistance	Damage Mitigation	<p>COC Funded Programs Only</p> <p>May not exceed an amount equal to one (1) month of rent and limited to one (1) time per participant during enrollment.</p>	<ul style="list-style-type: none"> • Invoice • W9
Financial Assistance	General Housing Assistance	Document Fees: birth certificates, identification or other docs needed for employment and/or housing.	Receipts

		<p>Employment: expenses related to gaining or keeping employment and/or housing: uniforms, tools, driver’s license, license/certification costs; financial literacy costs, credit counseling, short-term vocational training, and more.</p> <p>Transportation: As needed for housing search and placement including rideshare programs and costs for public transportation.</p> <p>Auto repair and registration if related to employment and/or housing. Not to exceed \$500. If car repairs exceed this limit, consult with your LAHSA Coordinator before approving the payment.</p>	
Financial Assistance	Tenant Screening Reports	Costs to cover a subscription to a tenant screening service that will provide information about landlord barriers that participants may experience. This is not to be used to screen participants out of the program. Rather, this facilitates better landlord/tenant matching. Must have signed consent of participant.	Invoice receipt
Motel Vouchers	Motel Vouchers (Families Only)	The payment for the motel voucher must be made directly to the motel/hotel/owner. Family Programs do not have an assistance limit on motel vouchers and can either use their DPSS or MH B3 funding for financial assistance with motels.	Invoice receipt
Financial Assistance	Reunification Assistance	<ul style="list-style-type: none"> • Transportation method must be most cost-effective available. • Paid directly to transportation provider (bus, train, plane). • Providers can use discretion on fuel costs for participants with autos seeking to reunify. Must document mileage and estimated fuel costs for gas card. • Auto repairs for reunification must be classified as General Housing Assistance and meet those standards. 	<ul style="list-style-type: none"> • Standards about cost and destination • Reunification Services Request form
	Payment Standard	Financial assistance requests should take no more than five (5) business days to process. All payments must arrive on or before prescribed due date.	

*For any financial assistance requests that are beyond the scope of the SRS, Provider must submit to LAHSA a [financial assistance request form](#).

APPENDIX V. TLS RENTAL HOUSING and LEASE STANDARDS

	Guidance
Housing Standards	<p>Prior to the issuance of any financial assistance, Programs must physically inspect each unit to assure it meets the appropriate inspection by funding (see below).</p> <p>Units must pass LAHSA Habitability Standards utilizing LAHSA form</p> <ul style="list-style-type: none"> • Units inspected by PHAs do not require LAHSA Habitability Standards Inspection form but should add an HMIS case note documenting PHA inspection approval. • COC Funded Programs Only: Units must meet HUD Housing Quality Standards (HQS) as outlined in 24 CFR 982.401. Must be completed by a trained and certified inspector from the Housing Authority. See Annual re-inspection must be started within 365 days of the last inspection. COC funded Programs are only required to complete the HQS and not the habitability inspection.
Fair Market Rent(FMR) & Rent Reasonableness	<p>Units meet HUD’s rent reasonableness standards¹. See 578.51(g) utilizing the LAHSA Rent Reasonableness Form</p> <p>This standard is designed to ensure that rents being paid are reasonable in relation to those being charged for comparable unassisted units in the same market (within 1 mile of the participant’s unit). Providers must use standardized “Rent Reasonableness” form. If a unit exceeds the 120% FMR ceiling, ensure rent reasonableness form support justification for use of Program funds to pay for unit above FMR price.</p>
Lease Requirements	<p>A written lease between the owner and the program participant is required.</p>
Use with Other Subsidies	<p>Ongoing rental assistance cannot be provided to a program participant who is receiving financial assistance for housing from federal, state or local sources such as a HCV, EHV, Section 8 Voucher, or in a Low-Income Tax Credit Property or other subsidized unit.</p> <p>*The use of one-time financial assistance can be provided for move-in costs.</p>
Geography	<p>Contractors are permitted to locate housing outside of Los Angeles County if the participant desires to relocate.</p> <p>A housing inspection (based on funding stream-see above) must be completed and the rent must be “reasonable”</p> <p>Housing Retention Plan documents show relocating outside of Los Angeles County will ultimately result in the participant achieving housing retention. If participant needs ongoing financial assistance and supportive services, contractor must arrange to provide these services, if it is reasonably possible.</p> <p>If the participant does not need ongoing assistance after entering permanent housing, contractor can provide financial assistance.</p>
Lead Based Paint Remediation and Disclosure	<p>Program staff will provide participant with the approved EPA lead-based paint informational brochure before lease signing. Link to the brochure.</p>
Written Standards	<p>Recipients and sub-recipients must develop and implement written policies and procedures for:</p> <ul style="list-style-type: none"> • Determining and prioritizing which eligible participants will receive TLS assistance. • Determining the amount or percentage of rent and utilities each program participant must pay.



**2023-2024 Time Limited Subsidy (TLS) for
All Populations (including
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Intimate Partner Violence (IPV);
Scope of Required Services (SRS)**

	<ul style="list-style-type: none">• Determining how long a program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.• <i>Program must not create policies that are more stringent than the LA COC policies.</i>
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APPENDIX VI. DETERMINING PARTICIPANT INCOME-INCLUSIONS

INCOME INCLUSIONS	
<p>The following types of income must be counted when calculating annual income for purposes of determining eligibility for this program:</p> <p>If the participant is unable to provide income documentation the participant can complete Self Declaration of Income/ No Income Form. Programs must continue to work with the participant to obtain income documentation.</p> <p><i>All funding Streams</i></p>	
GENERAL CATEGORY	DESCRIPTION
Earned Income	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
Self- Employment/Business Income	The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness must not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness must not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income must include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
Pension/Retirement Income	The full number of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 8 under Income Exclusions) (e.g., SSDI).
Unemployment and Disability Income	Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions).
Alimony and Child Support Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
TANF/ Public Assistance	TANF/Public assistance received by the household.



**2023-2024 Time Limited Subsidy (TLS) for
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Scope of Required Services (SRS)**

Armed Forces Income	All regular pay, special pay, and allowances from the Armed Forces (whether or not living in the dwelling) who is head of household, spouse, or other person whose dependents are residing in the unit.
G.I. Bill Housing Stipend	The monthly housing stipend received by a Veteran from VA while they are attending school under the G.I. Bill.

APPENDIX VII. DETERMINING PARTICIPANT INCOME-EXCLUSIONS

INCOME EXCLUSIONS The following <i>types of income are not counted</i> when calculating annual income for purposes of determining eligibility: All funding streams	
GENERAL CATEGORY	DESCRIPTION
Inheritance and Insurance Income	Lump-sum additions to the participants assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Income Inclusions).
Earned Income of Children	Earned income from employment of household members under the age of 18 years (including foster children).
Income from Foster Care	Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone).
Medical Expense Reimbursements	Amounts received by the individual that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution. Note: includes G.I. Bill Student Financial Aid.
Armed Forces Hostile Fire Pay	The special pay to an individual serving in the Armed Forces who is exposed to hostile fire.
Various "Self-Sufficiency" Program Incomes	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). • Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, etc.) and which are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. <p>Incremental earnings from participation in qualifying state or local employment training programs (including training not affiliated with a local government) or as resident management staff. Amounts excluded by this provision must be received under employment training</p>

	programs with clearly defined goals and objectives and are excluded only for the period during which the participant is active in the employment training program.
Temporary Income	Temporary, non- recurring, or sporadic income (including gifts).
Reparation payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by person who were persecuted during the Nazi era. E.g., payments by German and Japanese governments for atrocities committed during the Nazi era.
Full Time Student Exclusion	Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse).
Social Security & Supplemental Security Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
Income Tax and Property Tax Refunds	Amounts received by the individual in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
Developmental Disability	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the person at home.
VA Disability Compensation Income	Deferred periodic amounts from VA Disability Compensation (Service-Connected Benefits) that are received in a lump sum amount or in prospective monthly amounts.
Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
Other Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

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

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit B
Conditions Precedent
(on next page)

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit B -1
Conditions Precedent
As Applicable Based on Funding Agreement

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

“EGMS” refers to LAHSA’s Enterprise Grants Management System.

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

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- Attachment 1 - Certification of No Conflict of Interest*
- Attachment 2 - Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*
- Attachment 3 - Certification of Compliance with Equal Benefits Ordinance*
- Attachment 4 - LAHSA’s Authorization to Execute Agreements*
- Attachment 5 - LAHSA’s Authorization to Sign Invoices*
- Attachment 6 - Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance*
- Attachment 7 - Contractor’s Articles of Incorporation
- Attachment 8 - Grounds for Rejection*
- Attachment 9 - Contractor Employee Acknowledgement and Confidentiality Agreement*
- Attachment 10 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*
- Attachment 11 - Employee Jury Service Program and Certification*
- Attachment 12 - Charitable Contributions Certification*
- Attachment 13 - Standardized Tuberculosis (“TB”) Guidelines*
- Attachment 14 - Contractor’s Termination Policies and Procedures
- Attachment 15 - Contractor’s Grievance Policies and Procedures
- Attachment 16 - Federal Certification and Disclosure Regarding Lobbying*
- Attachment 17 - Certification Regarding Compliance with the Americans with Disabilities Act*
- Attachment 18 - Contractor’s Match Documentation
- Attachment 19 - Contractor’s Affirmative Action Plan
- Attachment 20 - Contractor’s Bylaws
- Attachment 21 - Contractor Responsibility Ordinance
- Attachment 22 - Certification Regarding Notice of Prohibition Against Retaliation*

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

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

Attachment 25 - COVID-19 Vaccination Certification of Compliance

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

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A. General Conditions Precedent

1. Authorization for Direct Deposits – Automated Clearing House Credits. Contractor will upload its Authorization for Direct Deposits - Automated Clearing House Credits in EGMS prior to execution of the Agreement.
2. Certification of No Conflict of Interest, Attachment 1.
3. Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions as required by Executive Order 12549, Attachment 2.
4. Certificate of Insurance containing coverage as specified in Section 47 of the Agreement, Insurance, unless otherwise required by Funder Terms & Conditions, Exhibit F. Contractor will upload proof of insurance via a certificate of insurance and endorsement in EGMS prior to execution of the Agreement.
5. Certification of Compliance with Equal Benefits Ordinance, Attachment.3
6. LAHSA's Authorization to Execute Agreements form, along with evidence of a corporate action ratifying such authority, Attachment 4.
7. LAHSA's Authorization to Sign Invoices form, Attachment 5. If there is a change in the names or titles of any authorized signatory listed in Attachment 5, Contractor will give written notice to LAHSA within five (5) business working days of said change, along with evidence of a corporate action ratifying said change.
8. Current list of Board of Directors, providing each member's name, position on the Board and contact information (including business address, telephone number(s), and email addresses. Contractor will upload Board of Directors information described in this section in EGMS prior to execution of the Agreement.
9. A Certification Regarding Compliance with the Service Contract Worker Retention Ordinance and the Living Wage Ordinance of the Los Angeles Homeless Services Authority, Attachment 6.
10. Copy of Adopted Code of Conduct. Contractor will upload its Code of Conduct in EGMS prior to execution of the Agreement.

11. Contractor's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, Attachment 7.
12. Grounds for Rejection, Attachment 8.
13. Contractor Employee Acknowledgement and Confidentiality Agreement, Attachment 9. Contractor shall save Attachment 9 in its files, as indicated in the Contractor Acknowledgement and Confidentiality Agreement.
14. Contractor Non-Employee Acknowledgement and Confidentiality Agreement, Attachment 10. Contractor shall return the Contractor Non-Employee Acknowledgement and Confidentiality Agreement form if applicable.
15. Employee Jury Service Program and Certification, Attachment 11.
16. Charitable Contributions Certification, Attachment 12.
17. Standardized Tuberculosis ("TB") Guidelines, indicating Contractor's TB Liaison's contact information, Attachment 13.
18. Contractor's Termination Policies and Procedures, Attachment 14.
19. Contractor's Grievance Policies and Procedures, Attachment 15.
20. The Federal Certification and Disclosure Regarding Lobbying; Contractor shall comply with all provisions of 31 USC §1352 *et seq.* and 29 CFR Part 93, Attachment 16.

B. Federal Conditions Precedent

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

1. Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*, and its implementing regulations), as evidenced by the execution of a certification to this Agreement, Attachment 17.
2. Contractor's Match Documentation as required in Section 15 of the Agreement, Match Requirements, Attachment 18.

C. City Conditions Precedent

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

1. An Affirmative Action Plan, Attachment 19, in accordance with PSC-26, Exhibit F, City of Los Angeles Terms and Conditions.
2. Contractor's Bylaws (if any), and all amendments to those Bylaws, as adopted by Contractor's Board of Directors and properly attested, Attachment 20.
3. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required

of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended. If applicable, an exemption may be filed. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

4. An Internal Revenue Service taxpayer identification number, as disclosed in EGMS prior to execution of the Agreement.
5. The Contractor Responsibility Ordinance, if applicable, including the pledge and questionnaire in accordance with PSC – 31 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.40 *et seq.*, Attachment 21. The pledge and questionnaires can be found at the following links:
Pledge: https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF
Questionnaire for service
<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>
Questionnaire for construction
<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>
6. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit F and in accordance with PSC – 28 on Exhibit F, City of Los Angeles Terms and Conditions, Attachment 22.
7. A Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures Application for First Source Hiring Ordinance in accordance with PSC – 34 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.8.3, Attachment 23.
8. A Certification of Compliance with the Slavery Disclosure Ordinance in accordance with PSC – 33 on Exhibit F, City of Los Angeles Terms and Conditions and Los Angeles Administrative Code §10.41, Attachment 24.
9. A Management Representation Statement fully executed in accordance with City's fiscal policies. Contractor will upload its Management Representation Statement in EGMS prior to execution of the Agreement.
10. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 on Exhibit F, City of Los Angeles Terms and Conditions. Contractor will upload its license to do business in the City of Los Angeles in EGMS prior to execution of the Agreement.

D. County Conditions Precedent

If this Agreement is funded either in whole, or in part, by funds from the County of Los Angeles (County Funds), the following Conditions Precedent also apply. Prior to the execution of this Agreement, Contractor, if not already submitted, shall submit to LAHSA for approval in writing the documents listed below. During the Term of this Agreement, Contractor shall provide immediate updates to these documents to the LAHSA in the event that the information changes.

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

**Exhibit B, Attachment 1
Certification of No Conflict of Interest
(Contractor, please provide)**

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Exhibit I
Certification of No Conflict of Interest

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

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

Christina Mirasy-Glasco, Executive Director
Authorized Official's Printed Name and Title

C. Mirasy-Glasco
Authorized Official's Signature

Exhibit B, Attachment 2
Certification and Disclosure Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions
(Contractor, please provide)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

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

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

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

The prospective recipient certifies to the best of its knowledge and belief, that it and its principals (Please check all that apply):

- a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any (Federal, State or Local) department or agency;
- b.) Have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- d.) Have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Agency:

Official Agency Name	EIN	DUNS #
Upward Bound House	95-4288926	969224260

Name and Title of Authorized Representative


SIGNATURE

6/7/2021
DATE

Christine Mirasy-Glasco, President & CEO
NAME & TITLE

Exhibit B, Attachment 3
Certification of Compliance with Equal Benefits Ordinance
(Contractor, please provide)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

City Dept. Awarding Contract: LAHSA **Contact/Phone:** (213) 683-3333

SECTION 1. CONTACT INFORMATION

Company Name: UPWARD BOUND HOUSE

Company Address: 1104 Washington Avenue

City: Santa Monica State: CA Zip: 90403

Contact Person: Christine Mirasy-Glasco Phone: (310) 458-7779 Fax: (310) 458-7289

I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 53

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No

If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

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

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

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

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

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this 11 day of June, in the year 2021, at Santa Monica, CA
(City) (State)

Christine Mirasy-Glasco
Signature
Christine Mirasy-Glasco
Name of Signatory (please print)
President and CEO
Title

1104 Washington Avenue
Mailing Address
Santa Monica, CA 90403
City, State, Zip Code
95-4288926
Federal ID Number

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

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

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



Los Angeles Homeless Services Authority

a joint powers authority of the city & county of los angeles

Authorization to Execute Agreements

Name and Address of Contractor

Upward Bound House
 1104 Washington Ave.
 Santa Monica, CA 90403

At a Board Meeting held on 9/18/2017, the Board of Directors duly adopted a resolution authorizing the following persons to execute contracts, amendments, addendums, and change notices* on behalf of Contractor.

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. <u>Christine Mirasy-Glasco</u>	<u>Executive Director</u>	<u>[Signature]</u>
2. <u>BERNARDETTE WONG</u>	<u>CONTROLLER</u>	<u>[Signature]</u>
3.		
4.		
5.		
6.		

<u>CHAIRPERSON</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>Renee Ordenaux</u>	<u>[Signature]</u>	<u>11/29/17</u>

* If neither is applicable, strike out

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



Los Angeles Homeless Services Authority

a joint powers authority of the city & county of los angeles

Authorization to Sign Invoices

Name and Address of Contractor

Upward Bound House
 1104 Washington Ave.
 Santa Monica, CA 90403

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Christine Mirasol-Glasco	Executive Director	
2. BERNADETTE WANG	CONTROLLER	
3.		
4.		
5.		
6.		

<u>CHAIRPERSON</u>	<u>SIGNATURE</u>	<u>DATE</u>
Renee Ordeneaux		11/29/17

* If neither is applicable, strike out

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

Exhibit B, Attachment 6
Certification Regarding Compliance with the Service Contract Worker Retention
Ordinance and the Living Wage Ordinance
(Contractor, please provide)

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
 REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: St. Joseph Center Phone #: (310) 396-6468
 2. Company Address: 204 Hampton Drive, Venice, CA 90291-8633
 3. Awarding Department: _____
 4. Project Name: SPA 5 CES for Families - Crisis Housing

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

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

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

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

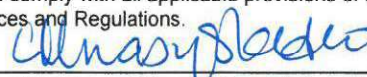
1. Company Name: Upward Bound House Company Phone Number: (310) 458-7779
 2. Company Address: 1104 Washington Avenue, Santa Monica, CA 90403
 3. Type of Service Provided by Subcontractor to Prime: Case Management and Housing Services
 4. Amount of Subcontract: \$65,000 Subcontract Start Date: 7 / 1 / 20 End Date: 6 / 30 / 21

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Christine Mirasy-Glasco

Print Name of Person Completing this Form
 President and CEO

Title



Signature of Person Completing this Form
 (310) 458-7779

Phone #

June 11, 2021

Date

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

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

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____

2. STATE the number of employees working ON THIS CITY CONTRACT: _____

3. **ATTACH** a copy of your company's st 1 PAYROLL under THIS CITY CONTRACT.

4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No

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

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

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

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – EMPLOYEE INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

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

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. **ATTACH** a copy of your company's **1st PAYROLL** under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
 If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

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

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

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

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

 Print Name of Person Completing This Form

 Signature of Person Completing This Form

 Title

 Phone #

 Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

- 1. Company Name: _____ Contact Person: _____ Phone #: _____
 - 2. Do you have subcontractors working on this City contract? Yes No
- If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Complete Section II for EACH subcontractor, continue to Section III & IV (if applicable), AND SIGN Section V.
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.

SECTION II: SUBCONTRACTOR INFORMATION

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

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

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

SECTION II: SUBCONTRACTOR INFORMATION (continued)

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

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

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO THE LWO

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

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

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

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

SECTION V: SIGNATURE

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

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY

Dept: _____

Dept Contact: _____

Contact Phone: _____

Contract #: _____

- ¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
 - (2) The LW-28 501(c)(3) Non-Profit Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.
- ² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.
- (a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.
 - (b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.
- ³ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.
- (a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the person works for a company or entity is located. Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.
 - (b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.
 - (c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.
- ⁴ **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.
- ⁵ **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.
- ⁶ **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

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

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

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

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone #: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

EXEMPTION INFORMATION:

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p>501(c)(3) Non-Profit Organizations:</p> <ul style="list-style-type: none"> ■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ■ The exemption is valid for all employees except Child Care Workers. ■ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ■ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ■ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ _____ 3. Based on Question 2 above, is A less than C? <ul style="list-style-type: none"> <input type="checkbox"/> YES If YES, sign and submit this application for final approval. <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <ul style="list-style-type: none"> <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.

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

Print Name of Person Completing this Form _____ Signature of Person Completing this Form _____

Title _____ Phone # _____ Date _____

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

AWARDING DEPARTMENT USE ONLY:

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

OCC USE ONLY:

Approved / Not Approved – Reason: _____
 By Analyst: _____ Date: _____

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

1569525

ARTICLES OF INCORPORATION
OF
UPWARD BOUND HOUSE

ENDORSED
FILED
in the office of the Secretary of State
of the State of California

AUG 14 1990

MARCH FONG EU, Secretary of State

I.

The name of this corporation is Upward Bound House.

II.

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

B. The specific purpose of this corporation is to develop and operate low income housing for the elderly and transitional housing for the homeless.

III.

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

Steven W. Bacon
Hill, Farrer & Burrill
445 S. Figueroa Street, 35th Floor
Los Angeles, California 90071

IV.

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

B. This corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and this corporation shall not carry on any activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law),


or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes).

Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable or religious purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code (or corresponding provision of any future United States internal revenue law).



Steven W. Bacon, Incorporator

**Exhibit B, Attachment 8
Grounds for Rejection
(Contractor, please provide)**

Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Grounds For Rejection

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

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

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Christine Mirasy-Glasco, Executive Director
Authorized Official's Name and Title

C. Mirasy-Glasco
Authorized Official's Signature

11/29/17
Date

Exhibit B, Attachment 9
Contractor Acknowledgement and Confidentiality Agreement
(For Contractor's files)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor is to retain in Employee Personnel records)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with LAHSA to provide certain services. LAHSA requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of LAHSA, the County of Los Angeles, the City of Los Angeles, or any of LAHSA's Funders (as defined in the Agreement) for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA or its Funders by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from LAHSA or its Funders pursuant to any agreement between any person or entity and LAHSA or its Funders.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of LAHSA and its Funders, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of LAHSA and its Funders, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by LAHSA and its Funders and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from those sources. In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA and/or its Funders. LAHSA and its Funders have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in work related to LAHSA and/or its Funders, LAHSA and/or its Funders must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for LAHSA and its Funders. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and LAHSA and its Funders. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LAHSA and its Funders, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or LAHSA and its Funders employees who have a need to know the information. I agree that if proprietary information supplied by other vendors of LAHSA and its Funders is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit B, Attachment 10
Contractor Non-Employee Acknowledgement and Confidentiality Agreement*
(Contractor, please provide if applicable)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Contractor's Non-Employee Acknowledgement and Confidentiality

Agreement Number: _____

Contractor: Upward Bound House

GENERAL INFORMATION:

The Contractor referenced above has entered into an agreement with LAHSA to provide certain services. LAHSA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that Contractor referenced has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of LAHSA for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA by virtue of my performance of work pursuant to the Agreement. I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between any person or entity and LAHSA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Agreement is contingent upon my passing, to LAHSA's satisfaction, any and all such investigations. I understand and agree that my failure to pass, to LAHSA's satisfaction, any such investigation shall result in my immediate release from performance under this and/or any future agreement.

CONFIDENTIALITY AGREEMENT:

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to Agreement. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created, or provided to or by me under the Agreement. I agree to protect these confidential materials against disclosure to other than Contractor or LAHSA employees who have a need to know the information. I agree that if proprietary information supplied by third parties is provided to me, I shall keep such information confidential.

I agree to report to Contractor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials upon completion of services for Contractor or termination of my services hereunder, whichever occurs first.

Signature:  Date: 6 / 11 / 2021

Contractor's Non-Employee Name: Christine Mirasy-Glasco

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

Exhibit B, Attachment 11
Employee Jury Service Program and Certification
(Contractor, please provide)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

Contractor Employee Jury Service Program and Certification and Applicable Sections of the Los Angeles County Code

Los Angeles County Code, Title 2 ADMINISTRATION

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay.

Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

9. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - i) The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - ii) The contractor has a long-standing practice that defines the lesser number of hours as full time.
10. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the board of supervisors the termination of the contract; and/or,
- B. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.
- D. "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.
- E. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

(continued)
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Upward Bound House
Company Address: 1104 Washington Avenue, Santa Monica, CA 90403
Telephone Number: (310) 458-7779
Solicitation For (Type of Goods or Services):

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Christine Mirasy-Glasco



Signature:

June 11, 2021

Date:

Exhibit B, Attachment 12
Charitable Contributions Certification
(Contractor, please provide)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Charitable Contributions Certification

Upward Bound House

Company Name:

1104 Washington Avenue, Santa Monica, CA 90403

Address:

Internal Revenue Service Employer Identification Number: 95-4288926

California Registry of Charitable Trusts "CT" number (if applicable): 079417

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

June 11, 2021

Date

Christine Mirasy-Glasco

Name and Title of Signer

Exhibit B, Attachment 13
Standardized Tuberculosis (“TB”) Guidelines
(Contractor, please provide)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

STANDARDIZED TUBERCULOSIS (“TB”) GUIDELINES

Contractor acknowledges and certifies that it will implement the following procedures as recommended by the County of Los Angeles Department of Public Health Tuberculosis Control Program:

1. Screen all employees and all volunteers in direct contact with Clients
2. Appoint a shelter TB Liaison
3. Screen Clients for Infectious TB symptoms at Intake
4. In addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter
5. Establish a Cough Alert Protocol (“CAP”)
6. Refer any employee, volunteer or Clients with Infectious TB symptoms for immediate medical evaluation.

Contractor additionally acknowledges and certifies that, pursuant to this Agreement’s HMIS Compliance Certification, it will report each and any event as defined in that Certification.

1. Screen All Employees and Volunteers In Direct Contact with Clients

Contractor shall ensure that within 7 days after staff/ volunteer start date:

- A. All staff can be referred to their private healthcare provider or a community-based clinic in order to get tested for latent TB infection. A community based clinic may be found at <http://publichealth.lacounty.gov/tb/index.htm>
- B. New employees who report a prior test showing latent TB infection (baseline) must have a chest x-ray or provide written documentation that a chest x-ray was performed within the previous six months. Such individuals must also receive a medical evaluation by a healthcare provider to determine the need for further evaluation or treatment.
- C. All employees and volunteers should receive annual TB clearance

2. Appoint A Shelter TB Liaison*

Contractor shall appoint a TB Liaison whose primary responsibilities shall be:

- A. Ensure that TB symptoms review is performed and documented for all new Clients following SAMPLE FORM C, as well as annually for all Clients. Individuals with symptoms of active TB disease should be referred to a medical provider using a **Referral for Tuberculosis Evaluation** form. A sample of a form is attached hereto as **SAMPLE FORM A**; and

- B. Ensure that all new Clients without symptoms of active TB disease receive TB clearance within 7 days of intake using a **Referral for Tuberculosis Screening Form** (attached as **SAMPLE FORM D**)
- C. Maintain a **Cough Alert Log** on a daily basis for the purpose of keeping count of coughing reflexes as perceived by other shelter staff using the Cough Alert Log form as indicated in Section 4 below. A draft sample of a form is attached hereto as **SAMPLE FORM B**; and
- D. Coordinate Client referrals to healthcare providers for TB evaluation if symptomatic; and
- E. Fax or hand deliver a Referral for Tuberculosis Evaluation to the referring healthcare provider on the same day a Cough Alert Log is created. A sample form is attached herein as **SAMPLE FORM A**; and
- F. Maintain a filing system for these forms (and a computer database, if possible)
- G. Coordinate Client transportation to a nearby healthcare provider for TB evaluation
- H. Attend TB prevention training and other health protection workshops
- I. Develop a reminder system for Client follow up

* **The TB Liaison does not need to be a health care provider if your shelter does not have onsite medical staff.**

Contractor must assign a TB Liaison who shall serve as the Contractor’s main point of contact for any related issues in connection with these TB Prevention Guidelines and also agrees to notify LAHSA in writing within five (5) days in the event that the TB Liaison changes for any reason.

TB Liaison: Brenda Thomas
Printed Name

(310) 415-7575
Telephone Number

BThomas@upwardboundhouse.org
E-mail Address

3. Screen Program Clients for Infectious TB symptoms at Intake

- A. Contractor shall ensure that all Clients (overnight, or drop-in care) be evaluated for the presence of TB symptoms upon Intake. Initial screening during intake will involve asking the Client the following question: “Have you had a cough that has lasted more than three weeks?” If the Client responds “yes” to this initial question, then this question should be followed by an Early Detection of TB Questionnaire on a form similar to SAMPLE FORM C. This questionnaire will help the TB Liaison identify Clients who may have infectious TB so that appropriate precautions can be taken. In addition, the TB Liaison and shelter staff in direct contact with Clients must be alert for Clients who exhibit symptoms consistent with infectious TB.

Note: The TB Liaison or shelter staff are not being asked to judge whether or not a Client has TB, but rather, asks to be alert to potential symptoms of TB present in the Clients before, during, and after Intake and to assist symptomatic Clients to obtain appropriate healthcare.

- B. Contractor shall ensure that if a Client is cleared for TB at intake, this clearance should expire one year from the date of the healthcare provider evaluation on the **Referral for Tuberculosis Screening**. **Even before the date of expiration, if the Client has symptoms suggestive of active TB disease (as outlined below) they should be referred to a medical provider for further evaluation.**

Note: When assessing the likelihood a Client with TB-related symptoms or risk factors might have TB, specific questions to ask the Client privately include:

- Do you have a cough that has lasted longer than 3 weeks?
- Have you recently lost weight without explanation during the past month?
- Have you had frequent night sweats during the past month, soaking your sheets or clothing?
- Have you coughed up blood in the past month?
- Have you been feeling much more tired than usual over the past month?
- Have you had fevers almost daily for more than one week?

- C. Contractor shall ensure that a Client who has prolonged cough (> 3 weeks) plus any other TB symptoms shall be promptly referred to an appropriate health care provider for evaluation.
-

4. Screen Clients For Latent TB Infection at Intake

- A. Contractor shall ensure that in addition to screening Clients for TB symptoms at Intake, asymptomatic Clients seeking admission to the shelter must show evidence of TB clearance by a healthcare provider within seven (7) days after initial admission to the shelter. A comprehensive TB evaluation by a licensed healthcare provider should include:

- i. A review of symptoms
- ii. Test for latent TB infection: tuberculin skin test ("TST") or I blood test
- iii. Chest radiograph or additional tests as necessary

- B. Contractor shall use a form similar to **SAMPLE FORM D** for this purpose. If onsite healthcare services are available, this evaluation can occur at the shelter, otherwise, the Client must be referred to a healthcare provider.
-

5. Establish a Cough Alert Protocol (CAP)

Contractor shall ensure that after Intake, shelter staff working closely with Clients during the day or monitoring the sleeping rooms at night should be continually alert for any Clients persistently coughing. When a coughing Client is identified, shelter staff must:

- A. Complete a CAP and provide it to the TB Liaison immediately after the Client has been identified.
- B. Upon receiving the CAP, the TB Liaison will fax the **Referral for Tuberculosis Evaluation** form to the healthcare provided to which the Client is referred to.

Clients with active TB disease can return to the shelter only upon providing written documentation by a licensed healthcare provider that they are no longer contagious.

ANNUAL SCREENING FOR EMPLOYEES AND VOLUNTEERS

California law requires annual screening for employees and volunteers who have direct Client exposure. Below is a summary of recommendations from the Los Angeles County Department of Public Health for shelters:

- A. All persons (employees or volunteers) with a new positive skin or blood test must also have a chest x-ray.
- B. Staff who have a documented previous positive skin or blood test and are coughing (possible active TB disease) must be excluded from work until medically evaluated.
- C. The medical evaluation will include an examination by a healthcare provider, a test for latent TB, a chest x-ray and possibly other diagnostic tests.
- D. Clearance to return to work must be obtained from an appropriately licensed healthcare provider.
- E. Results of TB screening for employees and volunteers are considered protected health information and must be kept confidential.
- F. Homeless shelters must maintain employee TB screening documentation in the employee's medical file. Documentation regarding compliance with required medical screening may be kept in the employees personnel file, however screening results may never be kept in the employee personnel file.
- G. Shelter employees and volunteers should receive TB prevention training annually, with a curriculum that has been developed by the Los Angeles County, Department of Public Health – Tuberculosis Control Program, and documentation of this training should be placed in the employee's personnel file.

Contractor agrees that LAHSA may update this Exhibit from time to time as necessary to reflect any updates or changes to this TB Guidelines, Contractor shall accept renewals of this Exhibit through written confirmation without requiring a formal Amendment to this Agreement.

**Exhibit B, Attachment 14
Contractor's Termination Policies and Procedures
(Contractor, please provide)**

Termination Procedure

Upward Bound House (UBH) is committed to serving all eligible participants who constructively and respectfully participate in its programs. In the unfortunate event that a participant must be terminated from UBH, the following procedure shall be followed:

- Participant termination from any program must be in writing.
- The termination notice must provide the reason for the termination except for exigent circumstances where the health or safety of the participant, other program participants or staff members are at risk. Termination shall happen during daylight hours.
- Notice of termination shall be administered by a case manager, housing navigator, or other staff familiar with the participant's individual case management plan.
- To the extent possible, the terminated client shall be provided referrals to other shelter or homeless programs.

Appeal of Termination

Clients have the right to appeal their termination through UBH's Grievance Procedure. Please refer to the Grievance Procedure and the associated Grievance Form for instructions on how to pursue such an appeal.

Participants appealing their termination shall receive a written decision regarding their appeal within five days from the date of the appeal.

Reinstatement after Termination

Termination from UBH **will not** result in a lifetime ban from services. Rather, a participant terminated from a program may be reinstated or provided with services in the future. The determination as to reinstatement or provision of other services, and the timing of any such reinstatement is *at the sole discretion of Upward Bound House staff*.

Exhibit B, Attachment 15
Contractor's Grievance Policies and Procedures
(Contractor, please provide)

Grievance and Termination Procedures

Upward Bound House (UBH) takes the well-being and fair treatment of all of its program participants very seriously. UBH shall listen to and address all participant complaints in a respectful and timely manner.

To that end, Upward Bound House provides a copy of this UBH Grievance and Termination Procedures and associated forms to all participants at intake, with additional copies available upon request. Further, this Grievance and Termination Procedures and related forms shall always be posted in a prominent location(s) within each homeless services site for easy access by all participants.

Anonymous Complaints

If you wish to make an anonymous complaint about a staff member or action, participants can call at any time to raise an issue. The complaint will be reviewed by relevant staff of UBH corporate office within 72 business hours and will be addressed appropriately.

Though UBH keeps a record of all complaints received and tracks how each complaint is addressed, because this is anonymous, UBH will not be able to respond directly to the complaining party.

Standard Grievance Procedure

Level 1:

UBH encourages any participant with a complaint to first raise this issue to regular program staff (including shelter or floor attendants, case managers, etc). Make them aware of your complaint so that they may address the situation on the front-end.

Level 2:

If the program staff do not provide you with an explanation or resolution with which you are satisfied, ask to speak with a supervisor. The supervisor shall provide you a confidential space to discuss your complaint and may be able to come up with a solution to your issue.

Level 3:

If after attempting Level 1 and Level 2 and you are still not satisfied by UBH's resolution of the issue, you may file a formal grievance:

HOW TO FILE A FORMAL GRIEVANCE

1. Fill out a formal **“Grievance Form.”** This “Grievance Form” may also be picked up from the posted Grievance Policy location in the program site or available by request

from any program staff. Please fill out the form completely, describing the issue you want addressed.

2. Submit the completed “Grievance Form” to the Program Manager or any program staff.
3. The completed “Grievance Form” will be reviewed by the Grievance Coordinator and you will be contacted within 72 business hours (excludes weekends and holidays). An appointment will be set and UBH will provide a confidential area for grievances to be heard, and gather all facts and testimony from relevant parties. You will receive a written decision upon the conclusion of the investigation.

All efforts to address and seek a resolution of a grievance shall be completed through face to face communications with the grievant to the extent possible/practicable as determined by UBH.

- 4.) The Grievance Coordinator shall develop and maintain written documentation of any grievance and its resolution in a central “Grievance File.” The grievance file that will also include all grievances pertaining to participants will be made available to LAHSA immediately upon request.
- 5.) If the resolution of a grievance by the Grievance Coordinator is unsatisfactory to you, let the coordinator know and they will provide you with a referral to the following dispute resolution service within 48 hours:

City of Los Angeles Dispute Resolution Program

222 S. Hill Street, 6th Floor
Los Angeles, CA 90012
(213) 978-1880

If you wish to proceed with this third-party mediation/dispute resolution, the grievance coordinator will schedule a mutually acceptable date and time for all parties to meet and participate in the dispute resolution. The grievance coordinator shall will also notify LAHSA’s Grievance Specialist of any grievant’s request for and the results of any third-party mediation/dispute resolution.

- 6.) If you are still not satisfied after the City of Los Angeles’s Dispute Resolution Program’s decision, you may appeal the issue to the Los Angeles Homeless Services Authority’s Grievance Specialist.

Los Angeles Homeless Services Authority

Attn: Grievance Specialist
811 Wilshire Blvd., Suite 600
Los Angeles, CA 90017
Grievance Hotline: (213) 225-8454

**Exhibit B, Attachment 16
Federal Certification and Disclosure Regarding Lobbying
(Contractor, please provide)**

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor: Upward Bound House

Christine Mirasy-Glasco, President and CEO

Name and Title

June 14, 2021

DATE

Exhibit B, Attachment 17
Certification Regarding Compliance with the Americans with Disabilities Act
(Contractor, please provide based on Funding Source)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

Certification Regarding Compliance With Americans With Disabilities Act

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

Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq, and it's implementing regulations ("ADA") and the American with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325 and all subsequent amendments.

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

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

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

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

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

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

Contractor: Upward Bound House

Christine Mirasy-Glasco, President & CEO

Name and Title

3/16/2022

DATE

NAME & TITLE OF AUTHORIZED ADA COMPLIANCE REPRESENTATIVE:

Christine Mirasy-Glasco

NAME

President & CEO

TITLE

Exhibit B, Attachment 18
Contractor's Match Documentation
(Contractor, please provide if applicable based on Funding Source)

INTENTIONALLY
OMITTED

Exhibit B, Attachment 19
Contractor's Affirmative Action Plan
(Contractor, please provide if applicable based on Funding Source)

**Exhibit B, Attachment 20
Contractor's Bylaws
(Contractor, please provide if applicable based on Funding Source)**

**Exhibit B, Attachment 21
Contractor Responsibility Ordinance
(Contractor, please provide if applicable based on Funding Source and if applicable to your Agreement)**

Pledge

https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF

Questionnaire for Service

<https://bca.lacity.org/Uploads/cro/CRO%20Personal%20Services%20Questionnaire%20FINAL%2001.23.2020.pdf>;

Questionnaire for construction

<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>

Exhibit B, Attachment 22
Certification Regarding Notice of Prohibition Against Retaliation
(Contractor, please provide if applicable based on Funding Source)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

Exhibit B, Attachment 23
Certification of Compliance With First Source Hiring Ordinance/Reasonable Measures
Application for First Source Hiring Ordinance
(Contractor, please provide if applicable based on Funding Source)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

Exhibit B, Attachment 24
Certification of Compliance with the Slavery Disclosure Ordinance
(Contractor, please provide if applicable based on Funding Source)

Form is located at the following internet hyperlink:

<https://www.lahsa.org/contracts>

Exhibit B, Attachment 25
COVID-19 Vaccination Certification of Compliance
(Contractor, please provide if applicable based on Funding Source)
Form is located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Christine Mirasy-Glasco, on behalf of Upward Bound House, (the
“Contractor”), certify that on County Contract 2082Y9D0019000 [ENTER
CONTRACT NUMBER AND NAME]:

All Contractor Personnel on this Contract are fully vaccinated as required by the
Ordinance.

Most Contractor Personnel on this Contract are fully vaccinated as required by the
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County department requires
otherwise. The Contractor Personnel who have been granted a valid medical or religious
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Christine Mirasy-Glasco
Signature

4/24/2023
Date

President & CEO
Title

Upward Bound House
Company/Contractor Name

Exhibit C
Program Budget and Services
(on next page)
Appendix 1 – Advance Payments

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Subaward - CA1335 - UBH - PH - RRRH - SPA 6 - Households with Children

EGMS ID AD-1335-2208-001-01	Status Submitted for Approval	Grant ID GT-1335-2208-001	Budget Period 1/1/2024 - 12/31/2024
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Overview

Subaward Information

Subaward Title CA1335 - UBH - PH - RRRH - SPA 6 - Households with Children	Subaward Type Initial	Version 1
Grant Period Start Date 01/01/2024	Grant Period End Date 12/31/2024	Grant Abbreviation RRH-COC
Budget Period Start Date 01/01/2024	Budget Period End Date 12/31/2024	Program Code 215
Operational Term Start Date 01/01/2024	Operational Term End Date 12/31/2024	Program Name RRH - CoC
Population Family	Service Planning Area (SPA) SPA 6	Allocation/Reference ID CA1335L9D002208
CoC Contract Number CA1335L9D002208		

Subrecipient Information

Subrecipient Organization	Unique Entity ID (UEI)	EIN
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UPWARD BOUND HOUSE

E9Z1EPLZDD93

954288926

SAM Expiration Date
03/11/2023

Sites

Site Name	Address	City	State	Zip Code	Service Planning Area	State Assembly District	Supervisorial District	US Congressional District	LA City Council District	Census Tract
SLA-RRH	5120 Goldleaf Cir #300	Los Angeles	CA	90056	SPA 5	55th Assembly District	Second	37th Congressional District	Not Applicable	7030.02

Contacts

Authority/Role	Name	Email	Authorized Organization Representative?
Authorized Signatory; Data (e.g. HMIS); Chief Finance Officer; Chief Program Officer;	Tara Brown	tbrown@upwardboundhouse.org	true

Special Issues, Conditions, and Waivers

EGMS ID: TC-18862
Title: Program Guidance
Source: Subaward
Type: Program - Special Issue and Condition
Created Date: 12/07/2023 10:23 PM

Effective From: 01/01/2024

Effective To: 12/31/2024

Budget

Budget Period Details

Awarded Amount	Budgeted Amount	Subrecipient Match (%)
\$2,092,719.00	\$2,092,719.00	25.00%
Match this Budget Period	Subaward Budget	
\$523,180.00	\$2,615,899.00	
Plan to bill indirect costs to LAHSA?	Negotiated Indirect Cost Rate	Budget Redirection Threshold
No		10.00%
Estimated Program Income		
\$0.00		

Funding Accounts

EGMS ID: FA-FD-292
Title: CA1335 South Los Angeles Rapid Rehousing Program (Consolidated 2018)
Grantor: HUD
Funding Source: CoC
Strategy:
Program: RRH - CoC
SPA: 6

Population:

CFDA Number: 14.267

FAIN:

Subrecipient Admin Rate %: 0

Subrecipient Indirect Cost Rate %: 10

Start Date: 01/01/2024

End Date: 12/31/2024

Allowable Advance %: 0.00

Subaward Allocation: \$2,092,719.00

Total Budgeted Amount: \$2,092,719.00

Status: Funded

Subaward Budget

Budget Category	Budget Category	Funding Account EGMS ID	Direct Costs	Match: Cash	Match: In Kind	Total Match
: -- HUD/ CoC/ / Exp.12/31/2024	05 : Rental Assistance	FA-FD-292	\$1,634,208.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	06 : Supportive Services: Assistance w/ Moving costs	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	07 : Supportive Services: Annual Assessment of Service Needs	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	08 : Supportive Services: Case Management	FA-FD-292	\$356,230.00	\$296,707.00	\$185,824.00	\$482,531.00

: -- HUD/ CoC/ / Exp.12/31/2024	09 : Supportive Services: Child Care	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	10 : Supportive Services: Education Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	11 : Supportive Services: Employment Assistance & Job Training	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	12 : Supportive Services: Food	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	13 : Supportive Services: Housing Search & Counseling Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	14 : Supportive Services: Legal Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	15 : Supportive Services: Life Skills Training	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	16 : Supportive Services: Mental Health Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	17 : Supportive Services: Outpatient Health Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	18 : Supportive Services: Substance Abuse Treatment Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	19 : Supportive Services: Transportation	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ /						

Exp.12/31/2024	20 : Supportive Services: Utility Deposits	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	21 : Supportive Services: Operating Costs (Supportive Services Only)	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	22 : Supportive Services: Outreach Services	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
: -- HUD/ CoC/ / Exp.12/31/2024	25 : Admin	FA-FD-292	\$102,281.00	\$40,649.00	\$0.00	\$40,649.00
: -- HUD/ CoC/ / Exp.12/31/2024	41 : Indirect Cost	FA-FD-292	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total			\$2,092,719.00	\$337,356.00	\$185,824.00	\$523,180.00

Attachments

Forms: Complete Forms using the Edit icon

Form Name	Required	Applies To
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Supporting Documents Checklist

Description	Required	Applies To	Status	Template Link	Subrecipient Document Link
Advance Certification Form	Mandatory	Advance Request	Active	View	Not Applicable
Certificate of Occupancy	Optional	Award	Active	Not Applicable	Not Applicable
Scope of Required Services (for reference)	Optional	Award	Active	View	Not Applicable

Evidence of Required Insurance, including Form CG 20 26, naming LAHSA and Funders as additional insured	Mandatory	Award	Active	Not Applicable	View
Evidence of Workers Compensation	Mandatory	Award	Active	Not Applicable	View
Insurance Requirements (for reference)	Optional	Award	Active	View	Not Applicable
Program Income Report (required if program generated income)	Optional	Budget Period Closeout	Active	Not Applicable	Not Applicable
Scope of Required Services (for reference)	Optional	Reimbursement Request	Active	View	Not Applicable
Supporting Financial Documentation (e.g. Trial Balance, P&L, GL, etc.)	Mandatory	Reimbursement Request	Active	Not Applicable	Not Applicable
Asset Purchase Authorization Form	Optional	Reimbursement Request	Active	View	Not Applicable
Reimbursement Certification Form	Optional	Reimbursement Request	Active	View	Not Applicable
Cost Allocation Plan - Guidance	Optional	Award	Active	View	Not Applicable
Annual Performance Report (APR) Programs - Guidance	Optional	Budget Period Closeout	Active	View	Not Applicable
Annual Performance Report (APR) from HMIS (Report ID [HUDX-227])	Mandatory	Budget Period Closeout	Active	Not Applicable	Not Applicable
Match Certification (In-kind requires MOU; Cash requires Organization Letterhead)	Mandatory	Award	Active	Not Applicable	View

Annual Performance Report - Fiscal Form	Mandatory	Budget Period Closeout	Active	View	Not Applicable
Match Certification - Guidance	Optional	Award	Active	View	Not Applicable
Cost Allocation Plan	Mandatory	Award	Active	Not Applicable	View

Files: Add additional files at your discretion

Title	Classification	File Extension	Description	Created Date
UBH_Routing FY22 Grant Agreements (January) FE11162023.pdf	Executed Contract	pdf	HUD Agreement	12/07/2023 10:51 PM

Exhibit D
Intentionally Omitted

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit E
Definitions**

Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit F
Funder Terms and Conditions
(on next page)

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**FEDERAL CONTINUUM OF CARE PROGRAM (CoC)
TERMS AND CONDITIONS**

RECITALS

WHEREAS, the Continuum of Care (“CoC”) Program (24 C.F.R. Part 578) is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, states, and local governments to quickly re-house homeless individuals, families, persons fleeing domestic violence, and youth while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless; and to optimize self-sufficiency among those experiencing homelessness;

WHEREAS, the United States of America through its Department of Housing and Urban Development (“HUD”) released a Notice of Funding Opportunity (“NOFO”) for 2021, under funding opportunity number FR-6500-N-25;

WHEREAS, LAHSA responded to said NOFO by submitting a consolidated application for the County of Los Angeles Continuum of Care, excluding the Cities of Glendale, Long Beach, and Pasadena;

WHEREAS, pursuant to the NOFO, HUD has entered into various grant agreements with LAHSA to implement HUD’s CoC projects, which includes this project, under Title IV of the McKinney-Vento Homeless Assistance Act, Subtitle C, as amended, as specified in Exhibit C, Program Budget and Services;

WHEREAS, LAHSA wishes to grant Contractor funds with funding from the CoC Program as specified in Exhibit C, Program Budget and Services;

Attachment 1 Participant Eligibility Guide*

Attachment 2 Insurance Requirements*

Attachment 3 Informal Bids Form*

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

Title 24 - Housing and Urban Development
PART 578—CONTINUUM OF CARE PROGRAM
[Code of Federal Regulations \(govinfo.gov\)](https://www.govinfo.gov), incorporated herein by reference.

PH	Permanent Housing: Permanent Supportive Housing (PSH) & Rapid Rehousing (RRH)
TH	Transitional Housing

SSO	Supportive Services Only: Supportive Services & Coordinated Entry
HMIS	Homeless Management Information System
HP	Homelessness Prevention

Subpart A—General Provisions

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.3	Definitions.	X	X	X	X	X	X

As used in this part:

Act means the McKinney-Vento Homeless Assistance Act as amended (42 U.S.C. 11371 et seq.).

Annual renewal amount means the amount that a grant can be awarded on an annual basis when renewed. It includes funds only for those eligible activities (operating, supportive services, leasing, rental assistance, HMIS, and administration) that were funded in the original grant (or the original grant as amended), less the unrenewable activities (acquisition, new construction, rehabilitation, and any administrative costs related to these activities).

Applicant means an eligible applicant that has been designated by the Continuum of Care to apply for assistance under this part on behalf of that Continuum.

At risk of homelessness. (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) 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 in this section; and
- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
 - (D) 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;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - (F) 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
 - (G) 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.

Centralized or coordinated assessment system means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertized, and includes a comprehensive and standardized assessment tool.

Chronically homeless means:

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

- (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- (ii) Has been homeless and living as described in paragraph (1)(i) of this definition 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 in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was

living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(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) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Collaborative applicant means the eligible applicant that has been designated by the Continuum of Care to apply for a grant for Continuum of Care planning funds under this part on behalf of the Continuum.

Consolidated plan means the HUD-approved plan developed in accordance with 24 CFR 91.

Continuum of Care and Continuum means the group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Developmental disability means, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002):

(1) A severe, chronic disability of an individual that—

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the individual attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity:

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living;

(G) Economic self-sufficiency.

(v) 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 9, 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 these criteria later in life.

Eligible applicant means a private nonprofit organization, State, local government, or instrumentality of State and local government.

Emergency shelter is defined in 24 CFR part 576.

Emergency Solutions Grants (ESG) means the grants provided under 24 CFR part 576.

Fair Market Rent (FMR) means the Fair Market Rents published in the Federal Register annually by HUD.

High-performing community (HPC) means a Continuum of Care that meets the standards in subpart E of this part and has been designated as a high-performing community by HUD.

Homeless means:

(1) 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) 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) Unaccompanied youth under 25 years of age, or families 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);

(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; or

(4) Any individual or family who:

(i) Is fleeing, or is 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;

(ii) Has no other residence; and

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

Homeless Management Information System (HMIS) means the information system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD.

HMIS Lead means the entity designated by the Continuum of Care in accordance with this part to operate the Continuum's HMIS on its behalf.

Permanent housing means community-based housing without a designated length of stay, and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause.

Permanent supportive housing means permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

Point-in-time count means a count of sheltered and unsheltered homeless persons carried out on one night in the last 10 calendar days of January or at such other time as required by HUD.

Private nonprofit organization means an organization:

(1) No part of the net earnings of which inure to the benefit of any member, founder, contributor, or individual;

(2) That has a voluntary board;

(3) That has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and

(4) That practices nondiscrimination in the provision of assistance.

A private nonprofit organization does not include governmental organizations, such as public housing agencies.

Program participant means an individual (including an unaccompanied youth) or family who is assisted with Continuum of Care program funds. See Participant Eligibility Guide, Attachment 1 to these Federal Continuum of Care Terms & Conditions, and is incorporated herein by reference.

Project means a group of eligible activities, such as HMIS costs, identified as a project in an application to HUD for Continuum of Care funds and includes a structure (or structures) that is (are) acquired, rehabilitated, constructed, or leased with assistance provided under this part or with respect to which HUD provides rental assistance or annual payments for operating costs, or supportive services under this subtitle.

Recipient means an applicant that signs a grant agreement with HUD.

Safe haven means, for the purpose of defining chronically homeless, supportive housing that meets the following:

(1) Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;

(2) Provides 24-hour residence for eligible persons for an unspecified period;

(3) Has an overnight capacity limited to 25 or fewer persons; and

(4) Provides low-demand services and referrals for the residents.

State means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Commonwealth of the Northern Marianas, and the Virgin Islands.

Subrecipient means a private nonprofit organization, State, local government, or instrumentality of State or local government that receives a subgrant from the recipient to carry out a project.

Transitional housing means housing, where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant must

have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended.

Unified Funding Agency (UFA) means an eligible applicant selected by the Continuum of Care to apply for a grant for the entire Continuum, which has the capacity to carry out the duties in § 578.11(b), which is approved by HUD and to which HUD awards a grant.

Victim service provider means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Subpart B—Establishing and Operating a Continuum of Care: N/A

Subpart C—Application and Grant Award Process

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.21	Awarding funds.	X	X	X	X	X	X

(a) Selection. HUD will review applications in accordance with the guidelines and procedures provided in the NOFA and will award funds to recipients through a national competition based on selection criteria as defined in section 427 of the Act.

(b) Announcement of awards. HUD will announce awards and notify selected applicants of any conditions imposed on awards. Conditions must be satisfied before HUD will execute a grant agreement with the applicant.

(c) Satisfying conditions. HUD will withdraw an award if the applicant does not satisfy all conditions imposed on it. Correcting all issues and conditions attached to an award must be completed within the time frame established in the NOFA. Proof of site control, match, environmental review, and the documentation of financial feasibility must be completed within 12 months of the announcement of the award, or 24 months in the case of funds for acquisition, rehabilitation, or new construction. The 12-month deadline may be extended by HUD for up to 12 additional months upon a showing of compelling reasons for delay due to factors beyond the control of the recipient or subrecipient.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.23	Executing grant agreements.	X	X	X	X	X	X

(a) Deadline. No later than 45 days from the date when all conditions are satisfied, the recipient and HUD must execute the grant agreement.

(b) Grant agreements. (1) Multiple applicants for one Continuum. If a Continuum designates more than one applicant for the geographic area, HUD will enter into a grant agreement with each designated applicant for which an award is announced.

(2) One applicant for a Continuum. If a Continuum designates only one applicant for the geographic area, after awarding funds, HUD may enter into a grant agreement with that applicant for new awards, if any, and one grant agreement for renewals, Continuum of Care planning, and UFA costs, if any. These two grants will cover the entire geographic area. A default by the recipient under one of those grant agreements will also be a default under the other.

(3) Unified Funding Agencies. If a Continuum is a UFA that HUD has approved, then HUD will enter into one grant agreement with the UFA for new awards, if any, and one grant agreement for renewals, Continuum of Care planning and UFA costs, if any. These two grants will cover the entire geographic area. A default by the UFA under one of those grant agreements will also be a default under the other.

(c) Required agreements. Recipients will be required to sign a grant agreement in which the recipient agrees:

- (1) To ensure the operation of the project(s) in accordance with the provisions of the McKinney-Veto Act and all requirements under 24 CFR part 578;
- (2) To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
- (3) To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
- (4) To require certification from all subrecipients that:

- (i) Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
- (ii) The address or location of any family violence project assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such project;
- (iii) Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- (iv) In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
- (v) The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
- (vi) Subrecipients will provide information, such as data and reports, as required by HUD; and
- (5) To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the recipient is a UFA;
- (6) To monitor subrecipient match and report on match to HUD;
- (7) To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
- (8) To monitor subrecipients at least annually;
- (9) To use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
- (10) To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in § 578.7(a)(9);
- (11) Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements under 24 CFR part 578; and
- (12) To comply with such other terms and conditions as HUD may establish by NOFA.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.25	Site control.	X	X	X	X	N/A	X

- (a) In general. When grant funds will be used for acquisition, rehabilitation, new construction, operating costs, or to provide supportive services, the recipient or subrecipient must demonstrate that it has site control within the time frame established in section § 578.21 before HUD will execute a grant agreement. This requirement does not apply to funds used for housing that will eventually be owned or controlled by the individuals or families served or for supportive services provided at sites not operated by the recipient or subrecipient.
- (b) Evidence. Acceptable evidence of site control is a deed or lease. If grant funds will be used for acquisition, acceptable evidence of site control will be a purchase agreement. The owner, lessee, and purchaser shown on these documents must be the selected applicant or intended subrecipient identified in the application for assistance.
- (c) Tax credit projects. (1) Applicants that plan to use the low-income housing tax credit authorized under 26 U.S.C. 42 to finance a project must prove to HUD's satisfaction that the applicant or subrecipient identified in the application is in control of the limited partnership or limited liability corporation that has a deed or lease for the project site.
 - (i) To have control of the limited partnership, the applicant or subrecipient must be the general partner of the limited partnership or have a 51 percent controlling interest in that general partner.
 - (ii) To have control of the limited liability company, the applicant or subrecipient must be the sole managing member.
- (2) If grant funds are to be used for acquisition, rehabilitation, or new construction, the recipient or subrecipient must maintain control of the partnership or corporation and must ensure that the project is operated in compliance with law and regulation for 15 years from the date of initial occupancy or initial service provision. The partnership or corporation must own the project site throughout the 15-year period. If grant funds were not used for acquisition, rehabilitation, or new construction, then the recipient or subrecipient must maintain control for the term of the grant agreement and any renewals thereof.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP

578.29	Subsidy layering.	X	X	X	X	X	X
<p>HUD may provide assistance under this program only in accordance with HUD subsidy layering requirements in section 102 of the Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR part 4, subpart A. An applicant must submit information in its application on other sources of governmental assistance that the applicant has received, or reasonably expects to receive, for a proposed project or activities. HUD's review of this information is intended to prevent excessive public assistance for proposed project or activities by combining (layering) assistance under this program with other governmental housing assistance from federal, State, or local agencies, including assistance such as tax concessions or tax credits.</p>							
Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.31	Environmental review.	X	X	X	X	X	X
<p>(a) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient or subrecipient shall supply all available, relevant information necessary for HUD to perform, for each property, any environmental review required by 24 CFR part 50. The recipient or subrecipient must carry out mitigating measures required by HUD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement.</p> <p>(b) The recipient or subrecipient, its project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until HUD has performed an environmental</p>							
Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.33	Renewals.	X	X	X	X	X	X
<p>(a) In general. Awards made under this part and title IV of the Act, as in effect before August 30, 2012 (the Supportive Housing Program and the Shelter Plus Care program), may be renewed to continue ongoing leasing, operations, supportive services, rental assistance, HMIS, and administration beyond the initial funding period. To be considered for funding, recipients must submit a request in a form specified by HUD, must meet the requirements of this part, and must submit the request within the time frame established by HUD.</p> <p>(b) Length of renewal. HUD may award up to 3 years of funds for supportive services, leasing, HMIS, and operating costs. Renewals of tenant-based and sponsor-based rental assistance may be for up to one year of rental assistance. Renewals of project-based rental assistance may be for up to 15 years of rental assistance, subject to availability of annual appropriations.</p> <p>(c) Assistance available. (1) Assistance during each year of a renewal period may be for:</p> <p>(i) Up to 100 percent of the amount for supportive services and HMIS costs in the final year of the prior funding period;</p> <p>(ii) Up to 100 percent of the amount for leasing and operating in the final year of the prior funding period adjusted in proportion to changes in the FMR for the geographic area; and</p> <p>(iii) For rental assistance, up to 100 percent of the result of multiplying the number and unit size(s) in the grant agreement by the number of months in the renewal grant term and the applicable FMR.</p> <p>(d) Review criteria. (1) Awards made under title IV of the Act, as in effect before August 30, 2012 are eligible for renewal in the Continuum of Care program even if the awardees would not be eligible for a new grant under the program, so long as they continue to serve the same population and the same number of persons or units in the same type of housing as identified in their most recently amended grant agreement signed before August 30, 2012. Grants will be renewed if HUD receives a certification from the Continuum that there is a demonstrated need for the project, and HUD finds that the project complied with program requirements applicable before August 30, 2012. For purposes of meeting the requirements of this part, a project will continue to be administered in accordance with 24 CFR 582.330, if the project received funding under the Shelter Plus Care program, or 24 CFR 583.325, if the project received funding under the Supportive Housing Program.</p> <p>(2) Renewal of awards made after August 30, 2012. Review criteria for competitively awarded renewals made after August 30, 2012 will be described in the NOFA.</p> <p>(e) Unsuccessful projects. HUD may renew a project that was eligible for renewal in the competition and was part of an application that was not funded despite having been submitted on time, in the manner required by HUD, and containing the information required by HUD, upon a finding that the project meets the purposes of the Continuum of Care program. The renewal will not exceed more than one year and will be under such conditions as HUD deems appropriate.</p> <p>(f) Annual Performance Report condition. HUD may terminate the renewal of any grant and require the recipient to repay the renewal grant if:</p> <p>(1) The recipient fails to timely submit a HUD Annual Performance Report (APR) for the grant year immediately prior to renewal; or</p>							

(2) The recipient submits an APR that HUD deems unacceptable or shows noncompliance with the requirements of the grant and this part.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.35	Appeal.	X	X	X	X	X	X

(a) In general. Failure to follow the procedures or meet the deadlines established in this section will result in denial of the appeal.

(b) Solo applicants. (1) Who may appeal. Nonprofits, States, and local governments, and instrumentalities of State or local governments that attempted to participate in the Continuum of Care planning process in the geographic area in which they operate, that believe they were denied the right to participate in a reasonable manner, and that submitted a solo application for funding by the application deadline established in the NOFA, may appeal the decision of the Continuum to HUD.

(2) Notice of intent to appeal. The solo applicant must submit a written notice of intent to appeal, with a copy to the Continuum, with their funding application.

(3) Deadline for submitting proof. No later than 30 days after the date that HUD announces the awards, the solo applicant shall submit in writing, with a copy to the Continuum, all relevant evidence supporting its claim, in such manner as HUD may require by Notice.

(4) Response from the Continuum of Care. The Continuum shall have 30 days from the date of its receipt of the solo applicant's evidence to respond to HUD in writing and in such manner as HUD may require, with a copy to the solo applicant.

(5) Decision. HUD will notify the solo applicant and the Continuum of its decision within 60 days of receipt of the Continuum's response.

(6) Funding. If HUD finds that the solo applicant was not permitted to participate in the Continuum of Care planning process in a reasonable manner, then HUD may award a grant to the solo applicant when funds next become available and may direct the Continuum of Care to take remedial steps to ensure reasonable participation in the future. HUD may also reduce the award to the Continuum's applicant(s).

(c) Denied or decreased funding. (1) Who may appeal. Eligible applicants that are denied funds by HUD, or that requested more funds than HUD awarded to them, may appeal the award by filing a written appeal, in such form and manner as HUD may require by Notice, within 45 days of the date of HUD's announcement of the award.

(2) Decision. HUD will notify the applicant of its decision on the appeal within 60 days of HUD's receipt of the written appeal. HUD will reverse a decision only when the applicant can show that HUD error caused the denial or decrease.

(3) Funding. Awards and increases to awards made upon appeal will be made from next available funds.

(d) Competing Continuums of Care. (1) In general. If more than one Continuum of Care claims the same geographic area, HUD will award funds to the Continuum applicant(s) whose application(s) has the highest total score. No projects will be funded from the lower scoring Continuum. No projects that are submitted in two or more competing Continuum of Care applications will be funded.

(2) Who may appeal. The designated applicant(s) for the lower scoring Continuum may appeal HUD's decision to fund the application(s) from the competing Continuum by filing a written appeal, in such form and manner as HUD may require by Notice, within 45 days of the date of HUD's announcement of the award.

(3) Decision. HUD will notify the applicant(s) of its decision on the appeal within 60 days of the date of HUD's receipt of the written appeal. HUD will reverse a decision only upon a showing by the applicant that HUD error caused the denial.

(e) Consolidated plan certification. (1) In general. An applicant may appeal to HUD a jurisdiction's refusal to provide a certification of consistency with the Consolidated Plan.

(2) Procedure. The applicant must submit a written appeal with its application to HUD and send a copy of the appeal to the jurisdiction that denied the certification of consistency. The appeal must include, at a minimum:

- (i) A copy of the applicant's request to the jurisdiction for the certification of consistency with the Consolidated Plan;
- (ii) A copy of the jurisdiction's response stating the reasons for denial, including the reasons the proposed project is not consistent with the jurisdiction's Consolidated Plan in accordance with 24 CFR 91.500(c); and
- (iii) A statement of the reasons why the applicant believes its project is consistent with the jurisdiction's Consolidated Plan.

(3) Jurisdiction response. The jurisdiction that refused to provide the certification of consistency with the jurisdiction's Consolidated Plan shall have 10 days after receipt of a copy of the appeal to submit a written explanation of the reasons originally given for refusing to provide the certification and a written rebuttal to any claims made by the applicant in the appeal.

(4) HUD review. (i) HUD will issue its decision within 45 days of the date of HUD's receipt of the jurisdiction's response. As part of its review, HUD will consider:

- (A) Whether the applicant submitted the request to the appropriate political jurisdiction; and
- (B) The reasonableness of the jurisdiction's refusal to provide the certificate.

(ii) If the jurisdiction did not provide written reasons for refusal, including the reasons why the project is not consistent with the jurisdiction's Consolidated Plan in its initial response to the applicant's request for a certification, HUD will find for the applicant without further inquiry or response from the political jurisdiction.

Subpart D—Program Components and Eligible Costs

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.37	Program components and uses of assistance.	X	X	X	X	X	X

(a) Continuum of Care funds may be used to pay for the eligible costs listed in § 578.39 through § 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homelessness prevention. Although grant funds may be used by recipients and subrecipients in all components for the eligible costs of contributing data to the HMIS designated by the Continuum of Care, only HMIS Leads may use grant funds for an HMIS component. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in § 578.87(c). The eligible program components are:

(1) Permanent housing (PH). Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of stay. Grant funds may be used for acquisition, rehabilitation, new construction, leasing, rental assistance, operating costs, and supportive services. PH includes:

(i) Permanent supportive housing for persons with disabilities (PSH). PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services designed to meet the needs of the program participants must be made available to the program participants.

(ii) Rapid rehousing. Continuum of Care funds may provide supportive services, as set forth in § 578.53, and/or short-term (up to 3 months) and/or medium-term (for 3 to 24 months) tenant-based rental assistance, as set forth in § 578.51(c), as necessary to help a homeless individual or family, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. When providing short-term and/or medium-term rental assistance to program participants, the rental assistance is subject to § 578.51(a)(1), but not § 578.51(a)(1)(i) and (ii); (a)(2); (c) and (f) through (i); and (l)(1). These projects:

(A) Must follow the written policies and procedures established by the Continuum of Care for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance, as well as the amount or percentage of rent that each program participant must pay.

(B) May set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, and/or a maximum number of times that a program participant may receive rental assistance. The recipient or subrecipient may also require program participants to share in the costs of rent. For the purposes of calculating rent for rapid rehousing, the rent shall equal the sum of the total monthly rent for the unit and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(C) Limit rental assistance to no more than 24 months to a household.

(D) May provide supportive services for no longer than 6 months after rental assistance stops.

(E) Must re-evaluate, not less than once annually, that the program participant lacks sufficient resources and support networks necessary to retain housing without Continuum of Care assistance and the types and amounts of assistance that the program participant needs to retain housing. The recipient or subrecipient may require each program participant receiving assistance to notify the recipient or subrecipient of changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance. When notified of a relevant change, the recipient or subrecipient must reevaluate the program participant's eligibility and the amount and types of assistance that the program participant needs.

(F) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability. The project is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13925 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits the recipient carrying out the project from making its housing conditional on the participant's acceptance of services.

(2) Transitional Housing (TH). Transitional housing facilitates the movement of homeless individuals and families to PH within 24 months of entering TH. Grant funds may be used for acquisition, rehabilitation, new construction, leasing, rental assistance, operating costs, and supportive services.

(3) Supportive Service Only (SSO). Funds may be used for acquisition, rehabilitation, relocation costs, or leasing of a facility from which supportive services will be provided, and supportive services in order to provide supportive services to unsheltered and sheltered homeless persons for whom the recipient or subrecipient is not providing housing or housing assistance. SSO includes street outreach.

(4) HMIS. Funds may be used by HMIS Leads to lease a structure in which the HMIS is operated or as operating funds to operate a structure in which the HMIS is operated, and for other costs eligible in § 578.57.

(5) Homelessness prevention. Funds may be used by recipients in Continuums of Care-designated high performing communities for housing relocation and stabilization services, and short- and/or medium-term rental assistance, as described in 24 CFR 576.105 and 24 CFR 576.106, that are necessary to prevent an individual or family from becoming homeless.

(b) Uses of assistance. Funds are available to pay for the eligible costs listed in § 578.39 through § 578.63 when used to:

- (1) Establish new housing or new facilities to provide supportive services;
- (2) Expand existing housing and facilities in order to increase the number of homeless persons served;
- (3) Bring existing housing and facilities into compliance with State and local government health and safety standards, as described in § 578.87;
- (4) Preserve existing permanent housing and facilities that provide supportive services;
- (5) Provide supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;
- (6) Continue funding permanent housing when the recipient has received funding under this part for leasing, supportive services, operating costs, or rental assistance;
- (7) Establish and operate an HMIS or comparable database; and
- (8) Establish and carry out a Continuum of Care planning process and operate a Continuum of Care.

(c) Multiple purposes. Structures used to provide housing, supportive housing, supportive services, or as a facility for HMIS activities may also be used for other purposes. However, assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services. If eligible and ineligible activities are carried out in separate portions of the same structure or in separate structures, grant funds may not be used to pay for more than the actual cost of acquisition, construction, or rehabilitation of the portion of the structure or structures used for eligible activities. If eligible and ineligible activities are carried out in the same structure, the costs will be prorated based on the amount of time that the space is used for eligible versus ineligible activities.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.43	Acquisition.	X	N/A	X	X	N/A	N/A

Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or subrecipient for use in the provision of housing or supportive services for homeless persons.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.45	Rehabilitation.	X	N/A	X	X	N/A	N/A

(a) Use. Grant funds may be used to pay up to 100 percent of the cost of rehabilitation of structures to provide housing or supportive services to homeless persons.

(b) Eligible costs. Eligible rehabilitation costs include installing cost-effective energy measures, and bringing an existing structure to State and local government health and safety standards.

(c) Ineligible costs. Grant funds may not be used for rehabilitation of leased property.

(d) Broadband infrastructure. Any substantial rehabilitation, as defined by 24 CFR 5.100, of a building with more than 4 rental units and funded by a grant awarded after January 19, 2017 must include installation of broadband infrastructure, as this term is also defined in 24 CFR 5.100, except where the grantee determines and, in accordance with § 578.103, documents the determination that:

- (1) The location of the substantial rehabilitation makes installation of broadband infrastructure infeasible;
- (2) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or
- (3) The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.47	New construction.	X	N/A	X	N/A	N/A	N/A

(a) Use. Grant funds may be used to:

- (1) Pay up to 100 percent of the cost of new construction, including the building of a new structure or building an addition to an existing structure that increases the floor area by 100 percent or more, and the cost of land associated with that construction, for use as housing.

(2) If grant funds are used for new construction, the applicant must demonstrate that the costs of new construction are substantially less than the costs of rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs of rehabilitation or new construction may include the cost of real property acquisition.

(b) Ineligible costs. Grant funds may not be used for new construction on leased property.

(c) Broadband infrastructure. Any new construction of a building with more than 4 rental units and funded by a grant awarded after January 19, 2017 must include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, except where the grantee determines and, in accordance with § 578.103, documents the determination that:

(1) The location of the new construction makes installation of broadband infrastructure infeasible; or

(2) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.49	Leasing.	X	N/A	X	X	N/A	N/A

(a) Use. (1) Where the recipient or subrecipient is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to 3 years. Leasing funds may not be used to lease units or structures owned by the recipient, subrecipient, their parent organization(s), any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

(2) Any request for an exception must include the following:

(i) A description of how leasing these structures is in the best interest of the program;

(ii) Supporting documentation showing that the leasing charges paid with grant funds are reasonable for the market; and

(iii) A copy of the written policy for resolving disputes between the landlord and tenant, including a recusal for officers, agents, and staff who work for both the landlord and tenant.

(b) Requirements. (1) Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

(2) Leasing individual units. When grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.

(3) Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by the landlord, these utility costs are an operating cost, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.

(4) Security deposits and first and last month's rent. Recipients and subrecipients may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent.

(5) Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in § 578.77(a).

(6) Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in § 578.77.

(7) Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under § 578.97.

(8) Transition. Beginning in the first year awards are made under the Continuum of Care program, renewals of grants for leasing funds entered into under the authority of title IV, subtitle D of the Act as it existed before May 20, 2009, will be renewed either as grants for leasing or as rental assistance, depending on the characteristics of the project. Leasing funds will be renewed as rental assistance if the funds are used to pay rent on units where the lease is between the program participant and the landowner or sublessor. Projects requesting leasing funds will be renewed as leasing if the funds were used to lease a unit or structure and the lease is between the recipient or subrecipient and the landowner.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.51	Rental assistance.	X	X	X	X	N/A	X

(a) Use. (1) Grant funds may be used for rental assistance for homeless individuals and families. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

(i) The rental assistance may be short-term, up to 3 months of rent; medium-term, for 3 to 24 months of rent; or long-term, for longer than 24 months of rent and must be administered in accordance with the policies and procedures established by the Continuum as set forth in § 578.7(a)(9) and this section.

(ii) The rental assistance may be tenant-based, project-based, or sponsor-based, and may be for transitional or permanent housing.

(2) Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.

(b) Rental assistance administrator. Rental assistance must be administered by a State, unit of general local government, or a public housing agency.

(c) Tenant-based rental assistance. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. Up to 5 years' worth of rental assistance may be awarded to a project in one competition.

(1) When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Program participants who are receiving rental assistance in transitional housing may be required to live in a specific structure for their entire period of participation in transitional housing.

(2) Program participants who have complied with all program requirements during their residence retain the rental assistance if they move.

(3) Program participants who have complied with all program requirements during their residence, who have been a victim of domestic violence, dating violence, sexual assault, or stalking, who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence) if they remain in the assisted unit, and who are able to document the violence and basis for their belief, may retain the rental assistance and move to a different Continuum of Care geographic area if they move out of the assisted unit to protect their health and safety. These program participants may move to a different Continuum of Care's geographic service area even if the recipient or subrecipient cannot meet all regulatory requirements of this part in the new geographic area where the unit is located. The recipient or subrecipient, however, must be able to meet all statutory requirements of the Continuum of Care program either directly or through a third-party contract or agreement.

(4) Program participants other than those described in paragraph (c)(3) of this section may choose housing outside of the Continuum of Care's geographic area if the recipient or subrecipient, through its employees or contractors, is able to meet all requirements of this part in the geographic area where the program participant chooses housing. If the recipient or subrecipient is unable to meet the requirements of this part, either directly or through a third-party contract or agreement, the recipient or subrecipient may refuse to permit the program participant to retain the tenant-based rental assistance if the program participant chooses to move outside of the Continuum of Care's geographic area.

(d) Sponsor-based rental assistance. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor. Up to 5 years worth of rental assistance may be awarded to a project in one competition.

(e) Project-based rental assistance. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move. Up to 15 years of rental assistance may be awarded in one competition.

(f) Grant amount. The amount of rental assistance in each project will be based on the number and size of units proposed by the applicant to be assisted over the grant period. The amount of rental assistance in each project will be calculated by multiplying the number and size of units proposed by the FMR of each unit on the date the application is submitted to HUD, by the term of the grant.

(g) Rent reasonableness. HUD will only provide rental assistance for a unit if the rent is reasonable. The recipient or subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

(h) Payment of grant. (1) The amount of rental assistance in each project will be reserved for rental assistance over the grant period. An applicant's request for rental assistance in each grant is an estimate of the amount needed for rental assistance. Recipients will make draws from the grant funds to pay the actual costs of rental assistance for program participants.

(2) For tenant-based rental assistance, on demonstration of need:

(i) Up to 25 percent of the total rental assistance awarded may be spent in any year of a 5-year grant term;

or

(ii) A higher percentage if approved in advance by HUD, if the recipient provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full 5-year period.

(3) A recipient must serve at least as many program participants as shown in its application for assistance.

(4) If the amount in each grant reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factors as contract rents being lower than FMRs and program participants being able to pay a portion of the rent, recipients or subrecipients may use the excess funds for covering the costs of rent increases, or for serving a greater number of program participants.

(i) Vacancies. If a unit assisted under this section is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person. Brief periods of stays in institutions, not to exceed 90 days for each occurrence, are not considered vacancies.

(j) Property damage. Recipients and subrecipients may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. This shall be a one-time cost per participant, incurred at the time a participant exits a housing unit.

(k) Resident rent. Rent must be calculated as provided in § 578.77. Rents collected from program participants are program income and may be used as provided under § 578.97.

(l) Leases. (1) Initial lease. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.53	Supportive services.	X	X	X	X	N/A	X

a) *In general.* Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants. If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment are eligible as a supportive service.

(1) Supportive services must be necessary to assist program participants obtain and maintain housing.

(2) Recipients and subrecipients shall conduct an annual assessment of the service needs of the program participants and should adjust services accordingly.

(b) *Duration.*

(1) For a transitional housing project, supportive services must be made available to residents throughout the duration of their residence in the project.

(2) Permanent supportive housing projects must provide supportive services for the residents to enable them to live as independently as is practicable throughout the duration of their residence in the project.

(3) Services may also be provided to former residents of transitional housing and current residents of permanent housing who were homeless in the prior 6 months, for no more than 6 months after leaving transitional housing or homelessness, respectively, to assist their adjustment to independent living.

(4) Rapid rehousing projects must require the program participant to meet with a case manager not less than once per month as set forth in § 578.37(a)(1)(ii)(F), to assist the program participant in maintaining long-term housing stability.

(c) *Special populations.* All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

(d) *Ineligible costs.* Any cost that is not described as an eligible cost under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and the costs of obtaining professional licenses or certifications needed to provide supportive services are not eligible costs.

(e) *Eligible costs.*

Annual Assessment of Service Needs: The costs of the assessment required by § 578.53(a)(2) are eligible costs.

Assistance with moving costs: Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.

Case management: The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:

(i) Counseling;

(ii) Developing, securing, and coordinating services;

(iii) Using the centralized or coordinated assessment system as required under § 578.23(c)(9).

(iv) Obtaining federal, State, and local benefits;

(v) Monitoring and evaluating program participant progress;

(vi) Providing information and referrals to other providers;

- (vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- (viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

Child care: The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.

- (i) The children must be under the age of 13, unless they are disabled children.
- (ii) Disabled children must be under the age of 18.
- (iii) The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

Education services: The costs of improving knowledge and basic educational skills are eligible.

- (i) Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
- (ii) Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.

Employment assistance and job training: The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- (i) Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- (ii) Services that assist individuals in securing employment consist of:
 - (A) Employment screening, assessment, or testing;
 - (B) Structured job skills and job-seeking skills;
 - (C) Special training and tutoring, including literacy training and pre-vocational training;
 - (D) Books and instructional material;
 - (E) Counseling or job coaching; and
 - (F) Referral to community resources.

Food: The cost of providing meals or groceries to program participants is eligible.

Housing search and counseling services: Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.

- (i) Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.
- (ii) Other eligible costs are:
 - (A) Mediation with property owners and landlords on behalf of eligible program participants;
 - (B) Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
 - (C) The payment of rental application fees.
- (iii) Housing counseling, as defined in § 5.100, that is funded with or provided in connection with grant funds must be carried out in accordance with § 5.111. When recipients or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111.

Legal services: Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.

- (i) Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
- (ii) Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
- (iii) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
- (iv) Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.

Life skills training: The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

Mental health services: Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

Outpatient health services: Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:

- (i) Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
- (ii) Assisting individuals to understand their health needs;
- (iii) Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
- (iv) Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
- (v) Provision of appropriate medication;
- (vi) Providing follow-up services; and
- (vii) Preventive and noncosmetic dental care.

Outreach Services: The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.

- (i) Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
- (ii) Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.

Substance abuse treatment services: The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

Transportation: Eligible costs are:

- (i) The costs of program participant's travel on public transportation or in a vehicle provided by the recipient or subrecipient to and from medical care, employment, child care, or other services eligible under this section.
- (ii) Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
- (iii) The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
- (iv) The cost of gas, insurance, taxes, and maintenance for the vehicle;
- (v) The costs of recipient or subrecipient staff to accompany or assist program participants to utilize public transportation; and
- (vi) If public transportation options are not sufficient within the area, the recipient may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
 - (A) Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
 - (B) Payments for car repairs or maintenance must be paid by the recipient or subrecipient directly to the third party that repairs or maintains the car; and
 - (C) The recipients or subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

Utility deposits: This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.55	Operating costs.	X	N/A	X	N/A	N/A	N/A

- (a) Use. Grant funds may be used to pay the costs of the day-to-day operation of transitional and permanent housing in a single structure or individual housing units.
- (b) Eligible costs.
 - (1) The maintenance and repair of housing;
 - (2) Property taxes and insurance;
 - (3) Scheduled payments to a reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
 - (4) Building security for a structure where more than 50 percent of the units or area is paid for with grant funds;
 - (5) Electricity, gas, and water;
 - (6) Furniture; and
 - (7) Equipment.
- (c) Ineligible costs. Program funds may not be used for rental assistance and operating costs in the same project. Program funds may not be used for the operating costs of emergency shelter- and supportive service-only

facilities. Program funds may not be used for the maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.57	Homeless Management Information System.	X	X	X	X	X	X

(a) Eligible costs. (1) The recipient or subrecipient may use Continuum of Care program funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care, including the costs of:

- (i) Purchasing or leasing computer hardware;
- (ii) Purchasing software or software licenses;
- (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- (iv) Obtaining technical support;
- (v) Leasing office space;
- (vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- (vii) Paying salaries for operating HMIS, including:
 - (A) Completing data entry;
 - (B) Monitoring and reviewing data quality;
 - (C) Completing data analysis;
 - (D) Reporting to the HMIS Lead;
 - (E) Training staff on using the HMIS; and
 - (F) Implementing and complying with HMIS requirements;
- (viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- (ix) Paying staff travel costs to conduct intake; and
- (x) Paying participation fees charged by the HMIS Lead, as authorized by HUD, if the recipient or subrecipient is not the HMIS Lead.

(2) If the recipient or subrecipient is the HMIS Lead, it may also use Continuum of Care funds to pay the costs of:

- (i) Hosting and maintaining HMIS software or data;
- (ii) Backing up, recovering, or repairing HMIS software or data;
- (iii) Upgrading, customizing, and enhancing the HMIS;
- (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
- (v) Administering the system;
- (vi) Reporting to providers, the Continuum of Care, and HUD; and
- (vii) Conducting training on using the system, including traveling to the training.

(3) If the recipient or subrecipient is a victim services provider, or a legal services provider, it may use Continuum of Care funds to establish and operate a comparable database that complies with HUD's HMIS requirements.

(b) General restrictions. Activities funded under this section must comply with the HMIS requirements.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.59	Project administrative costs.	X	X	X	X	X	X

(a) Eligible costs. The recipient or subrecipient may use up to 10 percent of any grant awarded under this part, excluding the amount for Continuum of Care Planning Activities and UFA costs, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 578.43 through § 578.57, because those costs are eligible as part of those activities. Eligible administrative costs include:

(1) General management, oversight, and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

- (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
 - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
 - (B) Developing systems for assuring compliance with program requirements;
 - (C) Developing agreements with subrecipients and contractors to carry out program activities;
 - (D) Monitoring program activities for progress and compliance with program requirements;
 - (E) Preparing reports and other documents directly related to the program for submission to HUD;

(F) Coordinating the resolution of audit and monitoring findings;
 (G) Evaluating program results against stated objectives; and
 (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

(ii) Travel costs incurred for monitoring of subrecipients;
 (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
 (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(2) Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.

(3) Environmental review. Costs of carrying out the environmental review responsibilities under § 578.31.

(b) Sharing requirement. (1) UFAs. If the recipient is a UFA that carries out a project, it may use up to 10 percent of the grant amount awarded for the project on project administrative costs. The UFA must share the remaining project administrative funds with its subrecipients.
 (2) Recipients that are not UFAs. If the recipient is not a UFA, it must share at least 50 percent of project administrative funds with its subrecipients.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.61	Relocation costs.	X	N/A	X	N/A	N/A	N/A

(a) In general. Relocation costs under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are eligible.
 (b) Eligible relocation costs. Eligible costs are costs to provide relocation payments and other assistance to persons displaced by a project assisted with grant funds in accordance with § 578.83.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.63	Indirect costs.	X	X	X	X	X	X

(a) In general. Continuum of Care funds may be used to pay indirect costs in accordance with 2 CFR part 200, subpart E. See [Electronic Code of Federal Regulations](#), incorporated herein by reference.
 (b) Allocation. Indirect costs may be allocated to each eligible activity as provided in this subpart, so long as that allocation is consistent with an indirect cost rate proposal developed in accordance with 2 CFR part 200, subpart E.
 (c) Expenditure limits. The indirect costs charged to an activity subject to an expenditure limit under §§ 578.39, 578.41, and 578.59 must be added to the direct costs charged for that activity when determining the total costs subject to the expenditure limits.

Subpart E—High-Performing Communities: N/A

Subpart F—Program Requirements

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.73	Matching requirements.	X	X	X	X	X	X

(a) In general. The recipient or subrecipient must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. For Continuum of Care geographic areas in which there is more than one grant agreement, the 25 percent match must be provided on a grant-by-grant basis. Recipients that are UFAs or are the sole recipient for their Continuum, may provide match on a Continuum-wide basis. Cash match must be used for the costs of activities that are eligible under subpart D of this part, except that HPCs may use such match for the costs of activities that are eligible under §578.71.
 (b) Cash sources. Notwithstanding 2 CFR 200.306(b)(5), a recipient or subrecipient may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The

recipient must ensure that any funds used to satisfy the matching requirements of this section are eligible under the laws governing the funds in order to be used as matching funds for a grant awarded under this program.

(c) In-kind contributions. (1) The recipient or subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible under Subpart D, or, in the case of HPCs, eligible under § 578.71.

(2) The requirements of 2 CFR 200.306, with the exception of § 200.306(b)(5) apply.

(3) Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(i) The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided.

(ii) During the term of the grant, the recipient or subrecipient must keep and make available, for inspection, records documenting the service hours provided.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.75	General operations.	X	X	X	N/A	N/A	X

(a) State and local requirements. (1) Housing and facilities constructed or rehabilitated with assistance under this part must meet State or local building codes, and in the absence of State or local building codes, the International Residential Code or International Building Code (as applicable to the type of structure) of the International Code Council.

(2) Services provided with assistance under this part must be provided in compliance with all applicable State and local requirements, including licensing requirements.

(b) Housing quality standards. Housing leased with Continuum of Care program funds, or for which rental assistance payments are made with Continuum of Care program funds, must meet the applicable housing quality standards (HQS) under 24 CFR 982.401 of this title, except that 24 CFR 982.401(j) applies only to housing occupied by program participants receiving tenant-based rental assistance. For housing rehabilitated with funds under this part, the lead-based paint requirements in 24 CFR part 35, subparts A, B, J, and R apply. For housing that receives project-based or sponsor-based rental assistance, 24 CFR part 35, subparts A, B, H, and R apply. For residential property for which funds under this part are used for acquisition, leasing, services, or operating costs, 24 CFR part 35, subparts A, B, K, and R apply.

(1) Before any assistance will be provided on behalf of a program participant, the recipient, or subrecipient, must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or subrecipient verifies that all deficiencies have been corrected.

(2) Recipients or subrecipients must inspect all units at least annually during the grant period to ensure that the units continue to meet HQS.

(c) Suitable dwelling size. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

(1) Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(2) If household composition changes during the term of assistance, recipients and subrecipients may relocate the household to a more appropriately sized unit. The household must still have access to appropriate supportive services.

(d) Meals. Each recipient and subrecipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(e) Ongoing assessment of supportive services. To the extent practicable, each project must provide supportive services for residents of the project and homeless persons using the project, which may be designed by the recipient or participants. Each recipient and subrecipient of assistance under this part must conduct an ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability and must make adjustments, as appropriate.

(f) Residential supervision. Each recipient and subrecipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(g) Participation of homeless individuals. (1) Each recipient and subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient or subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a recipient or subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

(2) Each recipient and subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

(h) Supportive service agreement. Recipients and subrecipients may require the program participants to take part in supportive services that are not disability-related services provided through the project as a condition of continued participation in the program. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication, which are provided to a person with a disability to address a condition caused by the disability. Notwithstanding this provision, if the purpose of the project is to provide substance abuse treatment services, recipients and subrecipients may require program participants to take part in such services as a condition of continued participation in the program.

(i) Retention of assistance after death, incarceration, or institutionalization for more than 90 days of qualifying member. For permanent supportive housing projects surviving, members of any household who were living in a unit assisted under this part at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization.

(j) Remaining program participants following bifurcation of a lease or eviction as a result of domestic violence. For permanent supportive housing projects, members of any household who were living in a unit assisted under this part at the time of a qualifying member's eviction from the unit because the qualifying member was found to have engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's eviction.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.77	Calculating occupancy charges and rent.	X	X	X	N/A	N/A	X

(a) Occupancy agreements and leases. Recipients and subrecipients must have signed occupancy agreements or leases (or subleases) with program participants residing in housing.

(b) Calculation of occupancy charges. Recipients and subrecipients are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:

- (1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
- (2) 10 percent of the family's monthly income; or
- (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.

(4) *Income*. Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). Recipients and subrecipients must examine a program participant's income initially, and if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, the resident may request an interim reexamination, and the occupancy charge will be adjusted accordingly.

(c) *Resident rent*. (1) *Amount of rent*. (i) Each program participant on whose behalf rental assistance payments are made must pay a contribution toward rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)).

(ii) Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) *Review*. Recipients or subrecipients must examine a program participant's income initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participant. Adjustments to a program participant's contribution toward the rental payment must be made as changes in income are identified.

(3) *Verification*. As a condition of participation in the program, each program participant must agree to supply the information or documentation necessary to verify the program participant's income. Program participants must provide the recipient or subrecipient with information at any time regarding changes in income or other circumstances that may result in changes to a program participant's contribution toward the rental payment.

Section	Description	Applicability
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		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.79	Limitation on transitional housing.	N/A	N/A	X	N/A	N/A	N/A

A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.81	Term of commitment, repayment of grants, and prevention of undue benefits.	X	N/A	X	X	N/A	N/A

(a) In general. All recipients and subrecipients receiving grant funds for acquisition, rehabilitation, or new construction must operate the housing or provide supportive services in accordance with this part, for at least 15 years from the date of initial occupancy or date of initial service provision. Recipient and subrecipients must execute and record a HUD-approved Declaration of Restrictive Covenants before receiving payment of grant funds.

(b) Conversion. Recipients and subrecipients carrying out a project that provides transitional or permanent housing or supportive services in a structure may submit a request to HUD to convert a project for the direct benefit of very low-income persons. The request must be made while the project is operating as homeless housing or supportive services for homeless individuals and families, must be in writing, and must include an explanation of why the project is no longer needed to provide transitional or permanent housing or supportive services. The primary factor in HUD's decision on the proposed conversion is the unmet need for transitional or permanent housing or supportive services in the Continuum of Care's geographic area.

(c) Repayment of grant funds. If a project is not operated as transitional or permanent housing for 10 years following the date of initial occupancy, HUD will require repayment of the entire amount of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized under paragraph (b) of this section. If the housing is used for such purposes for more than 10 years, the payment amount will be reduced by 20 percentage points for each year, beyond the 10-year period in which the project is used for transitional or permanent housing.

(d) Prevention of undue benefits. Except as provided under paragraph (e) of this section, upon any sale or other disposition of a project site that received grant funds for acquisition, rehabilitation, or new construction, occurring before the 15-year period, the recipient must comply with such terms and conditions as HUD may prescribe to prevent the recipient or subrecipient from unduly benefiting from such sale or disposition.

(e) Exception. A recipient or subrecipient will not be required to comply with the terms and conditions prescribed under paragraphs (c) and (d) of this section if:

- (1) The sale or disposition of the property used for the project results in the use of the property for the direct benefit of very low-income persons;
- (2) All the proceeds are used to provide transitional or permanent housing that meet the requirements of this part;
- (3) Project-based rental assistance or operating cost assistance from any federal program or an equivalent State or local program is no longer made available and the project is meeting applicable performance standards, provided that the portion of the project that had benefitted from such assistance continues to meet the tenant income and rent restrictions for low-income units under section 42(g) of the Internal Revenue Code of 1986; or
- (4) There are no individuals and families in the Continuum of Care geographic area who are homeless, in which case the project may serve individuals and families at risk of homelessness.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.83	Displacement, relocation, and acquisition.	X	N/A	X	N/A	N/A	N/A

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, recipients and subrecipients must ensure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of projects assisted under this part. "Project," as used in this section, means any activity or series of activities assisted with Continuum of Care funds received or anticipated in any phase of an undertaking.

(b) Temporary relocation. (1) Existing Building Not Assisted under Title IV of the McKinney-Vento Act. No tenant may be required to relocate temporarily for a project if the building in which the project is being undertaken or will be undertaken is not currently assisted under Title IV of the McKinney-Vento Act. The absence of such assistance to the building means the tenants are not homeless and the tenants are therefore not eligible to receive assistance

under the Continuum of Care program. When a tenant moves for such a project under conditions that cause the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, to apply, the tenant must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section.

(2) Existing Transitional Housing or Permanent Housing Projects Assisted Under Title IV of the McKinney-Vento Act. Consistent with paragraph (c)(2)(ii) of this section, no program participant may be required to relocate temporarily for a project if the person cannot be offered a decent, safe, and sanitary unit in the same building or complex upon project completion under reasonable terms and conditions. The length of occupancy requirements in § 578.79 may prevent a program participant from returning to the property upon completion (See paragraph (c)(2)(iii)(D) of this section). Any program participant who has been temporarily relocated for a period beyond one year must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section. Program participants temporarily relocated in accordance with the policies described in this paragraph must be provided:

(i) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/occupancy charges and utility costs; and

(ii) Appropriate advisory services, including reasonable advance written notice of:

(A) The date and approximate duration of the temporary relocation;

(B) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(C) The reasonable terms and conditions under which the program participant will be able to occupy a suitable, decent, safe, and sanitary dwelling in the building or complex upon completion of the project; and

(D) The provisions of paragraph (b)(2)(i) of this section.

(c) Relocation assistance for displaced persons. (1) In general. A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance in accordance with the requirements of the URA and implementing regulations at 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act. Whenever possible, minority persons must be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. See 49 CFR 24.205(c)(2)(ii)(D).

(2) Displaced person. (i) For the purposes of paragraph (c) of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project. This includes any permanent, involuntary move for a project, including any permanent move from the real property that is made:

(A) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date of the submission by the recipient or subrecipient of an application for assistance to HUD (or the recipient, as applicable) that is later approved and funded and the recipient or subrecipient has site control as evidenced in accordance with § 578.25(b); or

(B) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date the recipient or subrecipient obtains site control, as evidenced in accordance with § 578.25(b), if that occurs after the application for assistance; or

(C) Before the date described under paragraph (c)(2)(i)(A) or (B) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(D) By a tenant of a building that is not assisted under Title IV of the McKinney-Vento Act, if the tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project; or

(ii) For the purposes of paragraph (c) of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project. This includes any permanent, involuntary move for a project that is made by a program participant occupying transitional housing or permanent housing assisted under Title IV of the McKinney-Vento Act, if any one of the following three situations occurs:

(A) The program participant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project and is either not eligible to return upon project completion or the move occurs before the program participant is provided written notice offering the program participant an opportunity to occupy a suitable, decent, safe, and sanitary dwelling in the same building or complex upon project completion under reasonable terms and conditions. Such reasonable terms and conditions must include a lease (or occupancy agreement, as applicable) consistent with Continuum of Care program requirements, including a monthly rent or occupancy charge and monthly utility costs that does not exceed the maximum amounts established in § 578.77; or

(B) The program participant is required to relocate temporarily, does not return to the building or complex, and any one of the following situations occurs:

(1) The program participant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation;

(2) The program participant is not eligible to return to the building or complex upon project completion; or

(3) Other conditions of the temporary relocation are not reasonable; or

(C) The program participant is required to move to another unit in the same building or complex, and any one of the following situations occurs:

- (1) The program participant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move;
- (2) The program participant is not eligible to remain in the building or complex upon project completion; or
- (3) Other conditions of the move are not reasonable.

(iii) Notwithstanding the provisions of paragraph (c)(2)(i) or (ii) of this section, a person does not qualify as a “displaced person” if:

- (A) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement; the eviction complied with applicable federal, State, or local requirements (see §578.91); and the recipient or subrecipient determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- (B) The person moved into the property after the submission of the application but, before signing a lease or occupancy agreement and commencing occupancy, was provided written notice of the project’s possible impact on the person (e.g., the person may be displaced, temporarily relocated, or incur a rent increase) and the fact that the person would not qualify as a “displaced person” (or for any relocation assistance provided under this section), as a result of the project;
- (C) The person is ineligible under 49 CFR 24.2(a)(9)(ii);
- (D) The person is a program participant occupying transitional housing or permanent housing assisted under Title IV of the Act who must move as a direct result of the length-of- occupancy restriction under § 578.79; or
- (E) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iv) The recipient may request, at any time, HUD’s determination of whether a displacement is or would be covered under this section.

(3) Initiation of negotiations. For purposes of determining the formula for computing replacement housing payment assistance to be provided to a displaced person pursuant to this section, if the displacement is a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, “initiation of negotiations” means the execution of the agreement between the recipient and the subrecipient, or between the recipient (or subrecipient, as applicable) and the person owning or controlling the property. In the case of an option contract to acquire property, the initiation of negotiations does not become effective until execution of a written agreement that creates a legally enforceable commitment to proceed with the purchase, such as a purchase agreement.

(d) Real property acquisition requirements. Except for acquisitions described in 49 CFR 24.101(b)(1) through (5), the URA and the requirements of 49 CFR part 24, subpart B apply to any acquisition of real property for a project where there are Continuum of Care funds in any part of the project costs.

(e) Appeals. A person who disagrees with the recipient’s (or subrecipient’s, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient (see 49 CFR 24.10). A low-income person who is dissatisfied with the recipient’s determination on his or her appeal may submit a written request for review of that determination to the local HUD field office.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.85	Timeliness standards.	X	X	X	X	X	X

(a) In general. Recipients must initiate approved activities and projects promptly.

(b) Construction activities. Recipients of funds for rehabilitation or new construction must meet the following standards:

- (1) Construction activities must begin within 9 months of the later of signing of the grant agreement or of signing an addendum to the grant agreement authorizing use of grant funds for the project.
- (2) Construction activities must be completed within 24 months of signing the grant agreement.
- (3) Activities that cannot begin until after construction activities are completed must begin within 3 months of the date that construction activities are completed.

(c) Distribution. A recipient that receives funds through this part must:

- (1) Distribute the funds to subrecipients (in advance of expenditures by the subrecipients);
- (2) Distribute the appropriate portion of the funds to a subrecipient no later than 45 days after receiving an approvable request for such distribution from the subrecipient; and
- (3) Draw down funds at least once per quarter of the program year, after eligible activities commence.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.87	Limitation on use of funds.	X	X	X	X	X	X

- (a) Maintenance of effort. No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.
- (b) Equal participation of faith-based organizations. The HUD program requirements in § 5.109 apply to the Continuum of Care program, including the requirements regarding disposition and change in use of real property by a faith-based organization.
- (c) Restriction on combining funds. In a single structure or housing unit, the following types of assistance may not be combined:
- (1) Leasing and acquisition, rehabilitation, or new construction;
 - (2) Tenant-based rental assistance and acquisition, rehabilitation, or new construction;
 - (3) Short- or medium-term rental assistance and acquisition, rehabilitation, or new construction;
 - (4) Rental assistance and leasing; or
 - (5) Rental assistance and operating.
- (d) *Program fees.* Recipients and subrecipients may not charge program participants program fees.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.89	Limitation on use of grant funds to serve persons defined as homeless under other federal laws.	X	X	X	X	N/A	X

- (a) Application requirement. Applicants that intend to serve unaccompanied youth and families with children and youth defined as homeless under other federal laws in paragraph (3) of the homeless definition in §576.2 must demonstrate in their application, to HUD's satisfaction, that the use of grant funds to serve such persons is an equal or greater priority than serving persons defined as homeless under paragraphs (1), (2), and (4) of the definition of homeless in § 576.2. To demonstrate that it is of equal or greater priority, applicants must show that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth.
- (b) Limit. No more than 10 percent of the funds awarded to recipients within a single Continuum of Care's geographic area may be used to serve such persons.
- (c) Exception. The 10 percent limitation does not apply to Continuums in which the rate of homelessness, as calculated in the most recent point-in-time count, is less than one-tenth of one percent of the total population.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.91	Termination of assistance to program participants.	X	X	X	X	N/A	X

- (a) Termination of assistance. The recipient or subrecipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same individual or family.
- (b) Due process. In terminating assistance to a program participant, the recipient or subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
- (1) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 - (2) Written notice to the program participant containing a clear statement of the reasons for termination;
 - (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - (4) Prompt written notice of the final decision to the program participant.
- (c) Hard-to-house populations. Recipients and subrecipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.93	Fair Housing and Equal Opportunity.	X	X	X	X	N/A	X

- (a) Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) are applicable.

(b) Housing for specific subpopulations. Recipients and subrecipients may exclusively serve a particular homeless subpopulation in transitional or permanent housing if the housing addresses a need identified by the Continuum of Care for the geographic area and meets one of the following:

- (1) The housing may be limited to one sex where such housing consists of a single structure with shared bedrooms or bathing facilities such that the considerations of personal privacy and the physical limitations of the configuration of the housing make it appropriate for the housing to be limited to one sex;
- (2) The housing may be limited to a specific subpopulation, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 (e.g., the housing may be limited to homeless veterans, victims of domestic violence and their children, or chronically homeless persons and families).
- (3) The housing may be limited to families with children.
- (4) If the housing has in residence at least one family with a child under the age of 18, the housing may exclude registered sex offenders and persons with a criminal record that includes a violent crime from the project so long as the child resides in the housing.
- (5) Sober housing may exclude persons who refuse to sign an occupancy agreement or lease that prohibits program participants from possessing, using, or being under the influence of illegal substances and/or alcohol on the premises.
- (6) If the housing is assisted with funds under a federal program that is limited by federal statute or Executive Order to a specific subpopulation, the housing may be limited to that subpopulation (e.g., housing also assisted with funding from the Housing Opportunities for Persons with AIDS program under 24 CFR part 574 may be limited to persons with acquired immunodeficiency syndrome or related diseases).
- (7) Recipients may limit admission to or provide a preference for the housing to subpopulations of homeless persons and families who need the specialized supportive services that are provided in the housing (e.g., substance abuse addiction treatment, domestic violence services, or a high intensity package designed to meet the needs of hard-to-reach homeless persons). While the housing may offer services for a particular type of disability, no otherwise eligible individuals with disabilities or families including an individual with a disability, who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

(c) Affirmatively furthering fair housing. A recipient must implement its programs in a manner that affirmatively furthers fair housing, which means that the recipient must:

- (1) Affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities;
- (2) Where a recipient encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
- (3) Provide program participants with information on rights and remedies available under applicable federal, State and local fair housing and civil rights laws.

(d) Accessibility and integrative housing and services for persons with disabilities. Recipients and subrecipients must comply with the accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36). In accordance with the requirements of 24 CFR 8.4(d), recipients must ensure that their program's housing and supportive services are provided in the most integrated setting appropriate to the needs of persons with disabilities.

(e) Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.95	Conflicts of interest.	X	X	X	X	X	X

(a) Procurement. For the procurement of property (goods, supplies, or equipment) and services, the recipient and its subrecipients must comply with the standards of conduct and conflict-of-interest requirements under 2 CFR 200.317 and 200.318.

(b) Continuum of Care board members. No Continuum of Care board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.

(c) Organizational conflict. An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or subrecipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under this part, or when a covered person's, as in paragraph (d)(1) of this section, objectivity in performing work with respect to any activity assisted under this part is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a recipient or subrecipient

participates in making rent reasonableness determinations under § 578.49(b)(2) and § 578.51(g) and housing quality inspections of property under §578.75(b) that the recipient, subrecipient, or related entity owns.

(d) Other conflicts. For all other transactions and activities, the following restrictions apply:

(1) No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

(2) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (d)(2)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (d)(2)(ii) of this section.

(i) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

(A) Disclosure of the nature of the conflict, accompanied by a written assurance, if the recipient is a government, that there has been public disclosure of the conflict and a description of how the public disclosure was made; and if the recipient is a private nonprofit organization, that the conflict has been disclosed in accordance with their written code of conduct or other conflict-of-interest policy; and

(B) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law, or if the subrecipient is a private nonprofit organization, the exception would not violate the organization's internal policies.

(ii) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (c)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the Continuum of Care program and the effective and efficient administration of the recipient's or subrecipient's project, taking into account the cumulative effect of the following factors, as applicable:

(A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(B) Whether an opportunity was provided for open competitive bidding or negotiation;

(C) Whether the affected person has withdrawn from his or her functions, responsibilities, or the decision making process with respect to the specific activity in question;

(D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (c)(1) of this section;

(E) Whether undue hardship will result to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict;

(F) Whether the person affected is a member of a group or class of persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and

(G) Any other relevant considerations.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.97	Program income.	X	X	X	X	X	X

(a) Defined. Program income is the income received by the recipient or subrecipient directly generated by a grant-supported activity.

(b) Use. Program income earned during the grant term shall be retained by the recipient, and added to funds committed to the project by HUD and the recipient, used for eligible activities in accordance with the requirements of this part. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

(c) Rent and occupancy charges. Rents and occupancy charges collected from program participants are program income. In addition, rents and occupancy charges collected from residents of transitional housing may be reserved, in whole or in part, to assist the residents from whom they are collected to move to permanent housing.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.99	Applicability of other Federal requirements.	X	X	X	X	X	X

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following federal requirements:

(a) Environmental review. Activities under this part are subject to environmental review by HUD under 24 CFR part 50 as noted in § 578.31.

(b) Section 6002 of the Solid Waste Disposal Act. State agencies and agencies of a political subdivision of a state that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

(c) Transparency Act Reporting. Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB), requires recipients to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the Federal Government Web site www.frs.gov or its successor system. The reporting of award and subaward information is in accordance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to the federal agencies on September 14, 2010 (75 FR 55669).

(d) The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.) may apply to proposals under this part, depending on the assistance requested.

(e) Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards. The requirements of 2 CFR part 200 apply to recipients and subrecipients, except where inconsistent with the provisions of the McKinney-Vento Act or this part.

(f) Lead-based paint. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.

(g) Audit. Recipients and subrecipients must comply with the audit requirements of 2 CFR part 200, subpart F.

(h) Davis-Bacon Act. The provisions of the Davis-Bacon Act do not apply to this program.

(i) Section 3 of the Housing and Urban Development Act. Recipients and subrecipients must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 75, as applicable.

(j) Protections for victims of domestic violence, dating violence, sexual assault, or stalking (1) General. The requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA apply to all permanent housing and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short and/or medium-term rental assistance. Safe havens are subject only to the requirements in paragraph (j)(9) of this section.

(2) Definition of covered housing provider. For the Continuum of Care program, "covered housing provider," as such term is used in HUD's regulations in 24 CFR part 5, subpart L refers to:

(i) The owner or landlord, which may be the recipient or subrecipient, for purposes of 24 CFR 5.2005(d)(1) and 5.2009(a);

(ii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2005(d)(2) through (d)(4); and

(iii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2007. However, the recipient or subrecipient may limit documentation requests under § 5.2007 to only the recipient or subrecipient, provided that:

(A) This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement;

(B) The entity designated to receive documentation requests determines whether the program participant is entitled to protection under VAWA and immediately advise the program participant of the determination; and

(C) If the program participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

(3) Effective date. The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, applied upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and at 24 CFR part 5, subpart L, is required for grants awarded pursuant to NOFAs published on or after December 16, 2016.

(4) Notification requirements. (i) The recipient or subrecipient must provide each individual or family applying for permanent housing and transitional housing and each program participant the notice and the certification form described in 24 CFR 5.2005 at each of the following times:

- (A) When an individual or family is denied permanent housing or transitional housing;
- (B) When a program participant is admitted to permanent housing or transitional housing;
- (C) When a program participant receives notification of eviction; and
- (D) When a program participant is notified of termination of assistance.

(ii) When grant funds are used for rental assistance, the recipient or subrecipient must ensure that the owner or manager of the housing provides the notice and certification form described in 24 CFR 5.2005(a) to the program participant with any notification of eviction. This commitment and the confidentiality requirements under 24 CFR 5.2007(c) must be set forth in a contract with the owner or landlord.

(5) Contract, lease, and occupancy agreement provisions. (i) Recipients and subrecipients must include in any contracts and leases between the recipient or subrecipient, and an owner or landlord of the housing:

- (A) The requirement to comply with 24 CFR part 5, subpart L; and
- (B) Where the owner or landlord of the housing will have a lease with a program participant, the requirement to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

(ii) The recipient or subrecipient must include in any lease, sublease, and occupancy agreement with the program participant a provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The lease, sublease, and occupancy agreement may specify that the protections under 24 CFR part 5, subpart L, apply only during the period of assistance under the Continuum of Care Program. The period of assistance for housing where grant funds were used for acquisition, construction, or rehabilitation is 15 years from the date of initial occupancy or date of initial service provision.

(iii) Except for tenant-based rental assistance, recipients and subrecipients must require that any lease, sublease, or occupancy agreement with a program participant permits the program participant to terminate the lease, sublease, or occupancy agreement without penalty if the recipient or subrecipient determines that the program participant qualifies for an emergency transfer under the emergency transfer plan established under paragraph (j)(8) of this section.

(iv) For tenant-based rental assistance, the recipient or subrecipient must enter into a contract with the owner or landlord of the housing that:

- (A) Requires the owner or landlord of the housing to comply with the provisions of 24 CFR part 5, subpart L; and
- (B) Requires the owner or landlord of the housing to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.005(b) and (c). The lease may specify that the protections under 24 CFR part 5, subpart L, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program.

(6) Transition. (i) The recipient or subrecipient must ensure that the requirements set forth in paragraph (j) (5) of this section apply to any contracts, leases, subleases, or occupancy agreements entered into, or renewed, following the expiration of an existing term, on or after the effective date in paragraph (j)(2) of this section. This obligation includes any contracts, leases, subleases, and occupancy agreements that will automatically renew on or after the effective date in paragraph (j)(3) of this section.

(ii) For leases for tenant-based rental assistance existing prior to the effective date in paragraph (j)(2) of this section, recipients and subrecipients must enter into a contract under paragraph (j)(6)(iv) of this section before the next renewal of the lease.

(7) Bifurcation. For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

- (i) If a family who is receiving tenant-based rental assistance under this part separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
- (ii) If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(i)(2). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

(8) Emergency transfer plan. The Continuum of Care must develop an emergency transfer plan for the Continuum of Care, and recipients and subrecipients in the Continuum of Care must follow that plan. The plan must comply with 24 CFR 5.2005(e) and include the following program requirements:

- (i) For families receiving tenant-based rental assistance, the plan must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to effect an emergency transfer.
- (ii) For families living in units that are otherwise assisted under this part (assisted units), the required policies must provide that for program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD

NOFA; and the individual or family meets any additional criteria or preferences established in accordance with § 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

(9) Protections with respect to safe havens. The following requirements apply to safe havens funded under this part:

(i) No individual may be denied admission to or removed from the safe haven on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(iii) The terms “affiliated individual,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in 24 CFR 5.2003.

Subpart G—Grant Administration

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.101	Technical assistance.	X	X	X	X	X	X
<p>(a) Purpose. The purpose of Continuum of Care technical assistance is to increase the effectiveness with which Continuums of Care, eligible applicants, recipients, subrecipients, and UFAs implement and administer their Continuum of Care planning process; improve their capacity to prepare applications; prevent the separation of families in projects funded under the Emergency Solutions Grants, Continuum of Care, and Rural Housing Stability Assistance programs; and adopt and provide best practices in housing and services for persons experiencing homelessness.</p> <p>(b) Defined. Technical assistance means the transfer of skills and knowledge to entities that may need, but do not possess, such skills and knowledge. The assistance may include, but is not limited to, written information such as papers, manuals, guides, and brochures; person-to-person exchanges; web-based curriculums, training and Webinars, and their costs.</p> <p>(c) Set-aside. HUD may set aside funds annually to provide technical assistance, either directly by HUD staff or indirectly through third-party providers.</p> <p>(d) Awards. From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance. HUD may also enter into agreements with other federal agencies for awarding the technical assistance funds.</p>							
Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.103	Recordkeeping requirements.	X	X	X	X	X	X
<p>(a) In general. The recipient and its subrecipients must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the requirements of this part and must establish and maintain sufficient records to enable HUD to determine whether the recipient and its subrecipients are meeting the requirements of this part, including:</p> <p>(1) Continuum of Care records. Each collaborative applicant must keep the following documentation related to establishing and operating a Continuum of Care:</p> <p>(i) Evidence that the Board selected by the Continuum of Care meets the requirements of § 578.5(b);</p> <p>(ii) Evidence that the Continuum has been established and operated as set forth in subpart B of this part, including published agendas and meeting minutes, an approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least once every 5 years, evidence required for designating a single HMIS for the Continuum, and monitoring reports of recipients and subrecipients;</p> <p>(iii) Evidence that the Continuum has prepared the application for funds as set forth in § 578.9, including the designation of the eligible applicant to be the collaborative applicant.</p> <p>(2) Unified funding agency records. UFAs that requested grant amendments from HUD, as set forth in §578.105, must keep evidence that the grant amendment was approved by the Continuum. This evidence may include minutes of meetings at which the grant amendment was discussed and approved.</p> <p>(3) Homeless status. Acceptable evidence of the homeless as status is set forth in 24 CFR 576.500(b).</p> <p>(4) Chronically homeless status. The recipient must maintain and follow written intake procedures to ensure compliance with the chronically homeless definition in § 578.3. The procedures must require documentation at intake of the evidence relied upon to establish and verify chronically homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations</p>							

second, and certification from the person seeking assistance third. Records contained in an HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.

(i) For paragraph (1) of the “Chronically homeless” definition in § 578.3, evidence that the individual is a “homeless individual with a disability” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) must include:

(A) Evidence of homeless status as set forth in paragraph (a)(3) of this section; and

(B) Evidence of a disability. In addition to the documentation required under paragraph (a)(4)(i)(A) of this section, the procedures must require documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. The recipient must keep these records for 5 years after the end of the grant term. Acceptable evidence of the disability includes:

(1) Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently;

(2) Written verification from the Social Security Administration;

(3) The receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation);

(4) Intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by evidence in paragraph (a)(4)(i)(B)(1), (2), (3), or (5) of this section; or

(5) Other documentation approved by HUD.

(ii) For paragraph (1)(i) of the “Chronically homeless” definition in § 578.3, evidence that the individual lives in a place not meant for human habitation, a safe haven, or an emergency shelter, which includes:

(A) An HMIS record or record from a comparable database;

(B) A written observation by an outreach worker of the conditions where the individual was living;

(C) A written referral by another housing or service provider; or

(D) Where evidence in paragraphs (a)(4)(ii)(A) through (C) of this section cannot be obtained, a certification by the individual seeking assistance, which must be accompanied by the intake worker's documentation of the living situation of the individual or family seeking assistance and the steps taken to obtain evidence in paragraphs (a)(4)(ii)(A) through (C).

(iii) For paragraph (1)(ii) of the “Chronically homeless” definition in § 578.3, evidence must include a combination of the evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section, subject to the following conditions:

(A) Third-party documentation of a single encounter with a homeless service provider on a single day within 1 month is sufficient to consider an individual as homeless and living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter for the entire calendar month (e.g., an encounter on May 5, 2015, counts for May 1—May 31, 2015), unless there is evidence that there have been at least 7 consecutive nights not living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter during that month (e.g., evidence in HMIS of a stay in transitional housing);

(B) Each break in homelessness of at least 7 consecutive nights not living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter between separate occasions must be documented with the evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section;

(C) Evidence of stays in institutional care facilities fewer than 90 days included in the total of at least 12 months of living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter must include the evidence in paragraphs (a)(4)(iv)(A) through (B) of this section and evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section that the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately prior to entering the institutional care facility; and

(D) For at least 75 percent of the chronically homeless individuals and families assisted by a recipient in a project during an operating year, no more than 3 months of living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter may be documented using the evidence in paragraph (a) (4)(ii)(D) of this section for each assisted chronically homeless individual or family. This limitation does not apply to documentation of breaks in homelessness between separate occasions, which may be documented entirely based on a self-report by the individual seeking assistance.

(iv) If an individual qualifies as chronically homeless under paragraph (2) of the “Chronically homeless” definition in § 578.3 because he or she has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of the definition, before entering that facility, evidence must include the following:

(A) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institutional care facility stating the beginning and end dates of the time residing in the institutional care facility. All oral statements must be recorded by the intake worker; or

(B) Where the evidence in paragraph (a)(4)(iv)(A) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (a)(4)(iv)(A) and a certification by the individual seeking assistance that states that he or she is exiting or has just exited an institutional care facility where he or she resided for fewer than 90 days; and

(C) Evidence as set forth in paragraphs (a)(4)(i) through (iii) of this section that the individual met the criteria in paragraph (1) of the definition for “Chronically homeless” in § 578.3, immediately prior to entry into the institutional care facility.

(v) If a family qualifies as chronically homeless under paragraph (3) of the “Chronically homeless” definition in §578.3, evidence must include the evidence as set forth in paragraphs (a)(4)(i) through (iv) of this section that the adult head of household (or if there is no adult in the family, a minor head of household) met all of the criteria in paragraph (1) or (2) of the definition.

(5) At risk of homelessness status. For those recipients and subrecipients that serve persons at risk of homelessness, the recipient or subrecipient must keep records that establish “at risk of homelessness” status of each individual or family who receives Continuum of Care homelessness prevention assistance. Acceptable evidence is found in 24 CFR 576.500(c).

(6) Moves for victims of domestic violence, dating violence, sexual assault, and stalking.

(i) For each program participant who moved to a different Continuum of Care due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under § 578.51(c)(3), each recipient or subrecipient of assistance under this part must retain:

(A) Documentation of the original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

(B) Documentation of the reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

(ii) Data on emergency transfers requested under 24 CFR 5.2005(e) and § 578.99, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

(7) Annual income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the recipient or subrecipient must keep the following documentation of annual income:

(i) Income evaluation form specified by HUD and completed by the recipient or subrecipient; and

(ii) Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;

(iii) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

(iv) To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

(8) Program participant records. In addition to evidence of “homeless” status or “at-risk-of-homelessness” status, as applicable, the recipient or subrecipient must keep records for each program participant that document:

(i) The services and assistance provided to that program participant, including evidence that the recipient or subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F); and

(ii) Where applicable, compliance with the termination of assistance requirement in § 578.91.

(9) Housing standards. The recipient or subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.

(10) Services provided. The recipient or subrecipient must document the types of supportive services provided under the recipient's program and the amounts spent on those services. The recipient or subrecipient must keep record that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

(11) Match. The recipient must keep records of the source and use of contributions made to satisfy the match requirement in § 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(12) Conflicts of interest. The recipient and its subrecipients must keep records to show compliance with the organizational conflict-of-interest requirements in § 578.95(c), the Continuum of Care board conflict of interest requirements in § 578.95(b), the other conflict requirements in § 578.95(d), a copy of the personal conflict of interest policy developed and implemented to comply with the requirements in § 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

(13) Homeless participation. The recipient or subrecipient must document its compliance with the homeless participation requirements under § 578.75(g).

(14) Faith-based activities. The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 578.87(b).

(15) Affirmatively Furthering Fair Housing. Recipients and subrecipients must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in § 578.93(c).

(16) Other federal requirements. The recipient and its subrecipients must document their compliance with the federal requirements in § 578.99, as applicable.

(17) Subrecipients and contractors. (i) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable.

(ii) The recipient must retain documentation of monitoring subrecipients, including any monitoring findings and corrective actions required.

(iii) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 2 CFR part 200, subpart D.

(18) Other records specified by HUD. The recipient and subrecipients must keep other records specified by HUD.

(b) Confidentiality. In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and its subrecipients must develop and implement written procedures to ensure:

(1) All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;

(2) The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and

(3) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;

(c) Period of record retention. All records pertaining to Continuum of Care funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served; and

(2) Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by program participants.

(d) Access to records. (1) Federal Government rights. Notwithstanding the confidentiality procedures established under paragraph (b) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the Continuum of Care grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

(2) Public rights. The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding privacy and obligations of confidentiality and confidentiality requirements in this part.

(e) Reports. In addition to the reporting requirements in 2 CFR part 200, subpart D, the recipient must collect and report data on its use of Continuum of Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under § 578.81(e).

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.105	Grant and project changes.	X	X	X	X	X	X

(a) *For Unified Funding Agencies and Continuums having only one recipient.* (1) The recipient may not make any significant changes without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant grant changes include a change of recipient, a shift in a single year of more than 10 percent of the total amount awarded under the grant for one approved eligible activity category to another activity and a

permanent change in the subpopulation served by any one project funded under the grant, as well as a permanent proposed reduction in the total number of units funded under the grant.

(2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(b) *For Continuums having more than one recipient.* (1) The recipients or subrecipients may not make any significant changes to a project without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant changes include a change of recipient, a change of project site, additions or deletions in the types of eligible activities approved for a project, a shift of more than 10 percent from one approved eligible activity to another, a reduction in the number of units, and a change in the subpopulation served.

(2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(c) *Documentation of changes not requiring a grant amendment.* Any other changes to an approved grant or project must be fully documented in the recipient's or subrecipient's records.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.107	Sanctions.	X	X	X	X	X	X

(a) Performance reviews. (1) HUD will review the performance of each recipient in carrying out its responsibilities under this part, with or without prior notice to the recipient. In conducting performance reviews, HUD will rely primarily on information obtained from the records and reports from the recipient and subrecipients, as well as information from on-site monitoring, audit reports, and information generated from HUD's financial and reporting systems (e.g., LOCCS and e-snaps) and HMIS. Where applicable, HUD may also consider relevant information pertaining to the recipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation.

(2) If HUD determines preliminarily that the recipient or one of its subrecipients has not complied with a program requirement, HUD will give the recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD and on the basis of substantial facts and data that the recipient has complied with the requirements. HUD may change the method of payment to require the recipient to submit documentation before payment and obtain HUD's prior approval each time the recipient draws down funds. To obtain prior approval, the recipient may be required to manually submit its payment requests and supporting documentation to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with all program requirements.

(3) If the recipient fails to demonstrate to HUD's satisfaction that the activities were carried out in compliance with program requirements, HUD may take one or more of the remedial actions or sanctions specified in paragraph (b) of this section.

(b) Remedial actions and sanctions. Remedial actions and sanctions for a failure to meet a program requirement will be designed to prevent a continuation of the deficiency; to mitigate, to the extent possible, its adverse effects or consequences; and to prevent its recurrence.

(1) HUD may instruct the recipient to submit and comply with proposals for action to correct, mitigate, and prevent noncompliance with program requirements, including:

(i) Preparing and following a schedule of actions for carrying out activities and projects affected by the noncompliance, including schedules, timetables, and milestones necessary to implement the affected activities and projects;

(ii) Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;

(iii) Canceling or revising activities or projects likely to be affected by the noncompliance, before expending grant funds for them;

(iv) Reprogramming grant funds that have not yet been expended from affected activities or projects to other eligible activities or projects;

(v) Suspending disbursement of grant funds for some or all activities or projects;

(vi) Reducing or terminating the remaining grant of a subrecipient and either reallocating those funds to other subrecipients or returning funds to HUD; and

(vii) Making matching contributions before or as draws are made from the recipient's grant.

(2) HUD may change the method of payment to a reimbursement basis.

(3) HUD may suspend payments to the extent HUD determines necessary to preclude the further expenditure of funds for affected activities or projects.

(4) HUD may continue the grant with a substitute recipient of HUD's choosing.

- (5) HUD may deny matching credit for all or part of the cost of the affected activities and require the recipient to make further matching contributions to make up for the contribution determined to be ineligible.
- (6) HUD may require the recipient to reimburse the recipient's line of credit in an amount equal to the funds used for the affected activities.
- (7) HUD may reduce or terminate the remaining grant of a recipient.
- (8) HUD may condition a future grant.
- (9) HUD may take other remedies that are legally available.
- (c) Recipient sanctions. If the recipient determines that a subrecipient is not complying with a program requirement or its subrecipient agreement, the recipient must take one of the actions listed in paragraphs (a) and (b) of this section.
- (d) De-obligation. HUD may de-obligate funds for the following reasons:
 - (1) If the timeliness standards in § 578.85 are not met;
 - (2) If HUD determines that delays completing construction activities for a project will mean that the funds for other funded activities cannot reasonably be expected to be expended for eligible costs during the remaining term of the grant;
 - (3) If the actual total cost of acquisition, rehabilitation, or new construction for a project is less than the total cost agreed to in the grant agreement;
 - (4) If the actual annual leasing costs, operating costs, supportive services costs, rental assistance costs, or HMIS costs are less than the total cost agreed to in the grant agreement for a one-year period;
 - (5) Program participants have not moved into units within 3 months of the time that the units are available for occupancy; and
 - (6) The grant agreement may set forth in detail other circumstances under which funds may be de-obligated and other sanctions may be imposed.

Section	Description	Applicability					
		PH-PSH	PH-RRH	TH	SSO	HMIS	HP
578.109	Closeout.	X	X	X	X	X	X

- (a) In general. Grants will be closed out in accordance with the requirements of 2 CFR part 200, subpart D, and closeout procedures established by HUD.
- (b) Reports. Applicants must submit all reports required by HUD no later than 90 days from the date of the end of the project's grant term.
- (c) Closeout agreement. Any obligations remaining as of the date of the closeout must be covered by the terms of a closeout agreement. The agreement will be prepared by HUD in consultation with the recipient. The agreement must identify the grant being closed out, and include provisions with respect to the following:
 - (1) Identification of any closeout costs or contingent liabilities subject to payment with Continuum of Care program funds after the closeout agreement is signed;
 - (2) Identification of any unused grant funds to be de-obligated by HUD;
 - (3) Identification of any program income on deposit in financial institutions at the time the closeout agreement is signed;
 - (4) Description of the recipient's responsibility after closeout for:
 - (i) Compliance with all program requirements in using program income on deposit at the time the closeout agreement is signed and in using any other remaining Continuum of Care program funds available for closeout costs and contingent liabilities;
 - (ii) Use of real property assisted with Continuum of Care program funds in accordance with the terms of commitment and principles;
 - (iii) Use of personal property purchased with Continuum of Care program funds; and
 - (iv) Compliance with requirements governing program income received subsequent to grant closeout.
 - (5) Other provisions appropriate to any special circumstances of the grant closeout, in modification of or in addition to the obligations in paragraphs (c)(1) through (4) of this section.

A.	Insurance						
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Contractor agrees to comply with the insurance requirements as set forth in Attachment 2 to these Federal Continuum of Care Terms & Conditions.

B.	Informal Bids Form						
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Contractor agrees to use the Informal Bids Form, as applicable and as instructed by LAHSA, in Attachment 3 to these Federal Continuum of Care Terms & Conditions.

**Exhibit F, Federal Continuum of Care Terms & Conditions
Attachment 1
Participant Eligibility Guide
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>**

**Exhibit F, Federal Continuum of Care Terms & Conditions
Attachment 2
Insurance Requirements
Located at the following internet hyperlink;
<https://www.lahsa.org/contracts>**

**Exhibit F, Federal Continuum of Care Terms & Conditions
Attachment 3
Informal Bids Form
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>**

Exhibit G
LAHSA Homeless Programs Grievance Resolution Appeal Form
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit H
Intentionally Omitted
(N/A)**

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit I
LAHSA Contractor's Accounting Handbook
Located at the following internet hyperlink: <https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit J
Safe Surrender Baby Law
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit K
Contractor's Equal Employment Opportunity (EEO) Certification
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>
(Contractor, please sign)

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit L
Intentionally Omitted**

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit M
Participant Termination and Grievance Policies and Procedures
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit N
Intentionally Omitted

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit O
Intentionally Omitted

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit P
Intentionally Omitted**

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit Q
Intentionally Omitted**

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

**Exhibit R
Intentionally Omitted**

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit S
Intentionally Omitted

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit T
Intentionally Omitted

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit U
Housing Protections Under the
Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care (“VAWA”)
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit V
Equal Access Policy
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit W
LAHSA Facility Standards
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit X
LAHSA Program Standards
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit Y
LAHSA's Sub-recipient Contract Amendment, Modification or Waiver Policy
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit Z
Fraud Hotline Fact Sheet
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House

Exhibit AA
Fraud Hotline Poster
Located at the following internet hyperlink:
<https://www.lahsa.org/contracts>

Agreement Number: AD-1335-2208-001-01

Contractor Name: Upward Bound House






Presenting_AD-1335-2208-001-01_Original_UBH_4.3.24

Final Audit Report

2024-05-10

Created:	2024-05-09
By:	Christopher McGhee (cmcghee@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOsV0ekKhvJ_0YrG9UTrbJH9Nly60Sqkw

"Presenting_AD-1335-2208-001-01_Original_UBH_4.3.24" History

-  Document created by Christopher McGhee (cmcghee@lahsa.org)
2024-05-09 - 7:30:50 PM GMT- IP address: 45.50.174.126
-  Document emailed to Joel Brown (jobrown@lahsa.org) for signature
2024-05-09 - 7:32:14 PM GMT
-  Email viewed by Joel Brown (jobrown@lahsa.org)
2024-05-09 - 8:43:18 PM GMT- IP address: 172.226.2.113
-  Document e-signed by Joel Brown (jobrown@lahsa.org)
Signature Date: 2024-05-10 - 0:21:08 AM GMT - Time Source: server- IP address: 184.181.115.125
-  Agreement completed.
2024-05-10 - 0:21:08 AM GMT











Presenting_AD-1335-2208-001-01_Original_UBH_4.3.24 - signed


Final Audit Report

2024-05-23

Created:	2024-05-13
By:	Christopher McGhee (cmcghee@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiAKj_haORgoXwNQM1nosqhvxoajxKHx

"Presenting_AD-1335-2208-001-01_Original_UBH_4.3.24 - signed" History


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2024-05-13 - 4:08:24 PM GMT- IP address: 45.50.174.126
-  Document emailed to CHRISTINE GLASCO (cglasco@upwardboundhouse.org) for signature
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2024-05-14 - 5:31:28 AM GMT- IP address: 172.226.2.126
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Signature Date: 2024-05-18 - 12:34:25 PM GMT - Time Source: server- IP address: 20.25.16.35
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2024-05-18 - 12:34:31 PM GMT
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2024-05-21 - 8:55:43 PM GMT- IP address: 207.212.33.28
-  Document e-signed by Christopher McGhee (cmcghee@lahsa.org)
Signature Date: 2024-05-22 - 2:11:02 PM GMT - Time Source: server- IP address: 45.50.174.126
-  Document emailed to Janine Trejo (jtrejo@lahsa.org) for signature
2024-05-22 - 2:11:06 PM GMT
-  Document e-signed by Janine Trejo (jtrejo@lahsa.org)
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2024-05-23 - 4:08:56 AM GMT- IP address: 172.226.184.4

 Document e-signed by Va Lecia Adams Kellum (valecia.adamskellum@lahsa.org)

Signature Date: 2024-05-23 - 4:21:00 AM GMT - Time Source: server- IP address: 166.199.151.17

 Agreement completed.

2024-05-23 - 4:21:00 AM GMT