

**31256**

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**EMERGENCY SHELTER SERVICES CONTRACT**

**Fiscal Year 2009-10**

**City of Long Beach, a Municipal Corporation**

**2009DPSS01**

**JUL 28 2009**

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**CONTRACT NUMBER 2009DPSS01 BY AND BETWEEN  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
AND  
CITY OF LONG BEACH, A MUNICIPAL CORPORATION  
FOR  
EMERGENCY SHELTER SERVICES PROGRAM**

This Contract is made and entered into this 1st day of July, 2009 by and between the Los Angeles Homeless Services Authority, hereinafter referred to as LAHSA, and the City of Long Beach, a Municipal Corporation, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, LAHSA has entered into an agreement with the Department of Public Social Services (DPSS) of the County of Los Angeles (COUNTY) to provide emergency assistance intermediary services to CalWORKs Welfare-to-Work families if an adult on the CalWORKs case is receiving or has exhausted the time limit for CalWORKs cash assistance, **and** is either employed or enrolled in the CalWORKs Greater Avenues for Independence (GAIN) Program; and

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

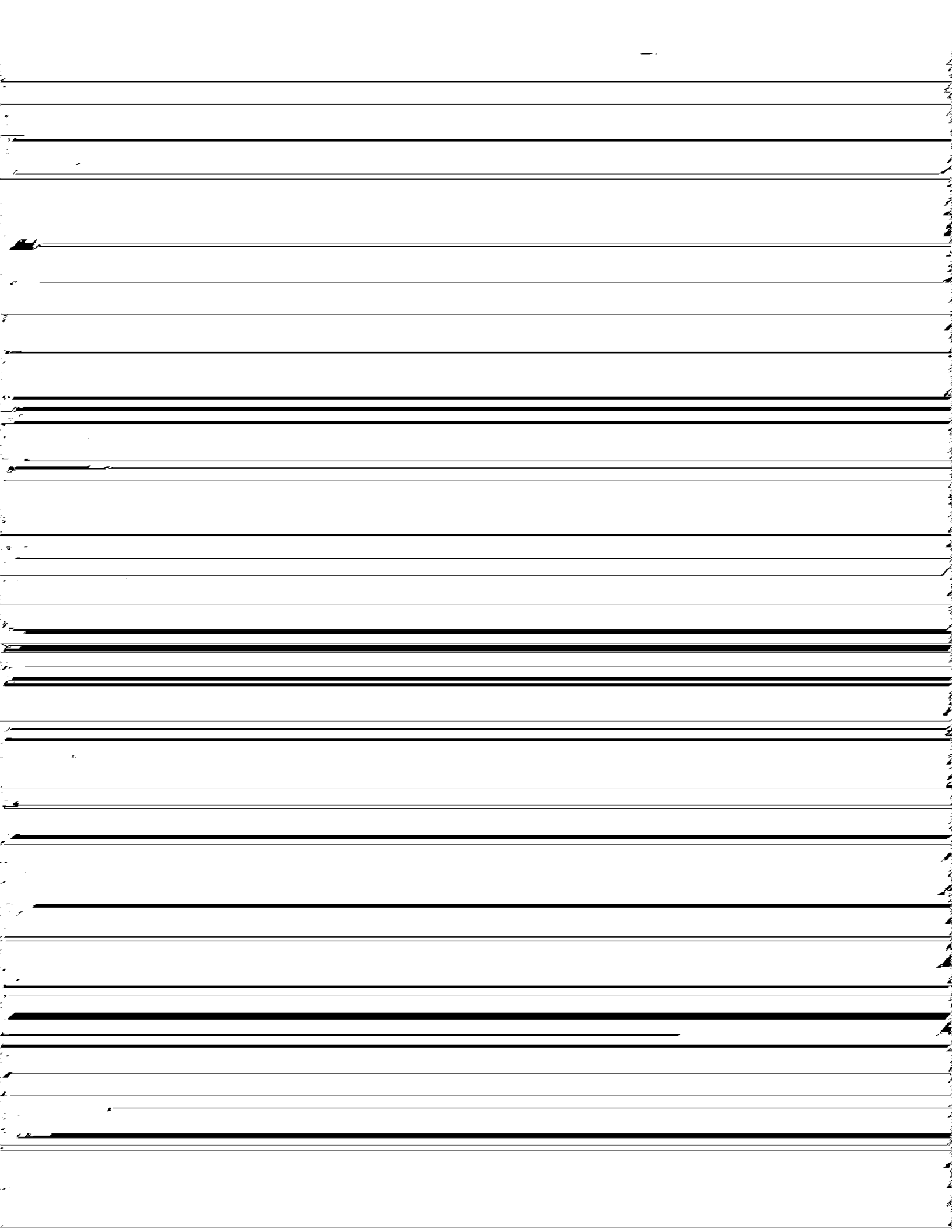
WHEREAS, CONTRACTOR wishes to receive funds from LAHSA to operate the Emergency Shelter Services Program, and LAHSA wishes to grant CONTRACTOR funds for said Program.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1. APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y and Z as set forth below, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, or the content or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- Attachment A Statement of Work and Technical Exhibits
- Attachment B Contractor Budget
- Attachment C Provider Per Diem Rate Structures
- Attachment D Contractor Invoice Format
- Attachment E ESS Monthly Management Report
- Attachment F Participant Roster
- Attachment G Bidders/Offeror's Non-Discrimination in Services Certification



**CONTRACT:** This Agreement executed between LAHSA and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Attachment A, Statement of Work.

**CONTRACTOR:** The nonprofit public benefit corporation (Agency Service Provider) authorized under Internal Revenue Service Code 501(c)3 which has entered into a Contract with LAHSA to perform or execute the work specified in this Contract.

**CONTRACTOR HEARING BOARD:** The COUNTY Board which adjudicates evidentiary hearings on the malfeasance of CONTRACTORs when the Contracting COUNTY Board moves to debar CONTRACTOR from retaining a current Contract or bidding



**3. WORK**

- A. Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- B. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- C. Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this contract. At a minimum, Contractor shall adhere to the standards set forth in the LAHSA CONTRACTOR'S ACCOUNTING HANDBOOK, which is incorporated herein by this reference.

**4. TERM OF CONTRACT**

The term of this Contract shall commence on July 1, 2009, or the day after LAHSA Board of Commissioners approval, whichever is later, and shall continue through June 30, 2010. LAHSA reserves the right to extend the term of this contract for a 2<sup>nd</sup> and 3<sup>rd</sup> fiscal year contingent upon continuing availability of funds from the County of Los Angeles and satisfactory performance of the Subcontractor.

**5. CONTRACT SUM**

- A. THE maximum amount of this Contract for the provision of Emergency Shelter Services is ~~(290 hundred twenty nine thousand six hundred sixty eight dollars and no cents)~~

family including all required documentation and its Monthly Management Report (MMR), to the LAHSA Contract Specialist by the seventh (7<sup>th</sup>) day of each month for the previous month's costs of actual services rendered, or payment may be delayed. Invoices and required documentation shall be sent to:

Los Angeles Homeless Services Authority  
Attn: Karen Hamilton, Contracts Specialist  
453 S. Spring Street, 12th Floor  
Los Angeles, CA 90013

- C. The Invoice shall be accompanied by the following documentation:
- i) Monthly Participant Roster
  - ii) Gears Printouts and/or copies of emails from DPSS verifying the participant eligibility.
  - iii) Daily Attendance Log (containing original client signatures)
  - iv) Client Transportation Log
  - v) Monthly Complaint Log
  - vi) MMR Form
- D. LAHSA shall review the invoice/attachments and make payment adjustments as allowed by Contract and authorize payment of an accurate invoice promptly after receipt of CONTRACTOR's billing. LAHSA will make a reasonable effort to effect payment to CONTRACTOR within thirty (30) days from receipt of an invoice that is accurate as to form and content. If CONTRACTOR does not submit a monthly invoice that is accurate as to form and content by the seventh (7<sup>th</sup>) day of the month following the month in which services were rendered, payment of the invoice will be made within sixty (60) days of the date the invoice is received by LAHSA.
- E. For invoicing purposes, CONTRACTOR shall clearly identify this Contract as "DPSS-LAHSA Emergency Shelter Services". The invoice shall specify the actual administrative and direct costs, such as per diem costs for beds at family emergency shelters, hotel/motel; phones/utilities.
- F. Contractor shall submit a partial month invoice for actual expenditures and services provided for the first 15 calendar days in June each fiscal year. Contractor shall provide the invoice to LAHSA no later than June 17<sup>th</sup>.
- G. The final invoice shall be due no later than July 7, 2010. LAHSA shall not be liable for a final invoice received more than twenty (20) calendar days following final

- I. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging LAHSA, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- J. All invoices submitted by CONTRACTOR for payment must have the written approval of the LAHSA Contract Specialist prior to any payment thereof. In no event shall LAHSA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- K. If CONTRACTOR fails to submit accurate, complete, timely and properly certified MMRs, as solely determined by LAHSA, LAHSA may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of LAHSA, which may include but is not limited to the required submittal of revised certified monitoring reports or additional supporting documentation.
- L. Subject to the LAHSA's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to LAHSA or the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:
  - 1. Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The 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 the LAHSA in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- M. Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to LAHSA or the County with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in 5.9.13.1 and 5.9.13.2 above.
- N. Payment to the Contractor will be made monthly in arrears in the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.
- O. If this Contract is terminated for convenience of LAHSA per Section 75 Termination for

- P. This Agreement is valid and enforceable only if sufficient funds are made available to LAHSA by the County Budget of the applicable fiscal year for the purposes of this Agreement.
- Q. The LAHSA shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

**7. BUDGET MODIFICATIONS**

- A. Contractor shall be allowed to submit two written requests for budget modifications during the term of this AGREEMENT. The first budget modification may be submitted at any time during the first nine months of this AGREEMENT. However, the second budget modification must be submitted to LAHSA by the end of the tenth month (April 30, 2010) of this AGREEMENT. Any requests submitted after April 30, 2010 shall be rejected by LAHSA.
- A. Budget modifications shall be submitted to LAHSA when significant changes are made to the Program funded herein. For the purposes of this AGREEMENT, significant changes include:
  - i. Additions in the types of activities (line items) approved under this AGREEMENT;
  - ii. Changes in the amount of funds allocated to each cost category such as personnel and non-personnel.
- B. All budget modifications must be approved by both LAHSA and DPSS in writing.

**8. ADMINISTRATION OF CONTRACT – CONTRACTOR**

**A. Contractor’s Project Manager**

- 1 The Contractor’s Project Director is designated in Attachment O, Contractor’s Administration. The Contractor shall notify the LAHSA in writing of any change in the name or address of the Contractor’s Project Director.
- 2 The Contractor’s Project Director shall be responsible for Contractor’s day-to-day activities as related to this contract and shall coordinate with the LAHSA Contract Specialist in charge of the Emergency Shelter Services (ESS) Program on a regular basis.
- 3 The Contractor’s Project Director must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify LAHSA in writing of any change in the name or address of the Contractor’s Project Director.

**B. Approval of Contractor’s Staff**

LAHSA has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Director.

C. Contractor's Staff Identification

- 1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 2 Contractor shall notify LAHSA within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's specified photo identification badge at the time of removal from the LAHSA contract.
- 3 If LAHSA requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the contract.

9. BACKGROUND AND SECURITY INVESTIGATIONS

- A At any time prior to or during term of this Contract, LAHSA may require that all Contractor's staff performing work under this Contract undergo and pass to the

damages, liabilities, losses, costs and expenses, including, 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 Section 10, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 10 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by LAHSA and the County. Notwithstanding the preceding sentence, LAHSA and the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by LAHSA / County in its sole judgment, LAHSA/ County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LAHSA or the County without LAHSA / County's prior written approval.

- C Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- D Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment J-1.

**-AND-**

- E Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement" Attachment J-2".

- D LAHSA reserves the right to initiate Change Notices and Amendments that do not affect the contract term, contract sum, or payments, or other material term of the contract. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by LAHSA Executive Director.

## 12. ASSIGNMENT AND DELEGATION

- A The Contractor shall not assign its rights or delegate its duties under this Contract, 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. For purposes of this sub-paragraph, LAHSA consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the LAHSA to any approved delegate or assignee on any claim under this Contract shall be deductible, at LAHSA's sole discretion, against the claims, which the Contractor may have against the LAHSA.
- B 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 Contract, such disposition is an assignment requiring the prior written consent of LAHSA in accordance with applicable provisions of this Contract.
- C Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the 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 Contract which may result in the termination of this Contract. 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.

## 13. AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of LAHSA / County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the LAHSA's dollar liability for such services is less than payments made by LAHSA to the Contractor, then Contractor agrees that the difference, at the LAHSA Executive Director's discretion, shall be either: 1) repaid forthwith by the Contractor to LAHSA by cash payment, or 2) at the LAHSA's option, credited against any future payments due by LAHSA, to the Contractor, whether under this Contract or otherwise. If such audit finds that the LAHSA's dollar liability for services provided hereunder is more than payments made by LAHSA to the Contractor, then the difference shall be paid to Contractor by the LAHSA provided that in no event shall the LAHSA's maximum obligation for this Contract exceed the funds appropriated by LAHSA and the County for the purpose of this Contract.

14. **AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

15. **BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, LAHSA reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. LAHSA'S notice to the Contractor regarding said reduction in payment obligation shall be provided within fifteen (15) calendar days of LAHSA's receipt of the notification from the County regarding the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

16. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)**

Contractor hereby acknowledges that LAHSA and the County are prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify LAHSA in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either are suspended, debarred, ineligible, or excluded form securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which LAHSA may immediately terminate or suspend this Contract.

17. **CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

18. **CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800)



540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

- A. Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- B Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

**19. COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to LAHSA and the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

**20. COMPLAINTS-CONTRACTOR'S GRIEVANCE PROCEDURE**

The Contractor shall develop, maintain and operate grievance procedures for receiving, investigating and responding to participant complaints, that adheres to the guidelines set forth in the LAHSA Minimum Shelter Standards, which are attached hereto as Attachment V, and are incorporated herein by this reference.. Prior to the execution of this Contract, the Contractor shall provide LAHSA with the Contractor's Grievance Procedure for receiving, investigating and responding to participant complaints.

- A. LAHSA's Contract Specialist in charge of the ESS program will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- B If LAHSA's Contract Specialist changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- C If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to LAHSA for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the LAHSA's Contract Specialist of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the LAHSA Contract Specialist within three (3) business days of mailing to the complainant.

**21. COMPLIANCE WITH LAHSA CONTRACTOR'S ACCOUNTING HANDBOOK**

The Los Angeles Homeless Services Authority Contractor's Accounting Handbook is incorporated herein by reference and available from LAHSA upon request. Contractor shall comply at a minimum with the requirements set forth in the Contractor's Accounting Handbook.

## 22. COMPLIANCE WITH CIVIL RIGHTS LAW

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Non-Discrimination in Service Statement" (Attachment G) and "Contractor's EEO Certification" (Attachment L).

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training (Attachment U);
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (PA 481) or similar form the contractors already have in place. (Note: Similar forms that the contractors use must be forwarded to DPSS for clearance).
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the LAHSA Contract Specialist who will request that DPSS provide a copy to the Contractor.

## 23. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### A Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through

2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment K and incorporated by reference into and made a part of this Contract.

**B Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.
2. For purposes of this sub-section 8.13.2, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if:
  - a) The lesser number is a recognized industry standard as determined by the County, or
  - b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-section 8.13.2 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**24. CONFLICT OF INTEREST**

- A. No LAHSA or County employee whose position with LAHSA or the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in LAHSA or the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LAHSA or the County's approval or ongoing evaluation of such work.
- B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the LAHSA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**25. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**26. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**27. 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 Attachment I, LAHSA and the County seek to ensure that all Contractors which receive or raise charitable contributions comply with the California law in order to protect LAHSA, 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. (County Code Chapter 2.202)

28. **CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

**A. Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is LAHSA and the County's policy to conduct business only with responsible Contractors.

**B. Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if LAHSA or the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, LAHSA may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LAHSA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with LAHSA.

**C. Non-responsible Contractor**

LAHSA or the County may debar a Contractor if the LAHSA commission or the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with LAHSA or the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with LAHSA or the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against LAHSA, the County or any other public entity.

**D. Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **7. Subcontractors of Contractor**

These terms shall also apply to Subcontractors of LAHSA Contractors.

### **29. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors receiving County funds to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used. The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment T of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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

- A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain 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 CSSD 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).

31. **QUALITY ASSURANCE PLAN**

LAHSA will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which LAHSA determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to LAHSA's Commission and the Department of Public Social Services (DPSS). The report will include improvement/corrective action measures taken by LAHSA and the Contractor. If improvement does not occur consistent with the corrective action measures, LAHSA may terminate this Contract or impose other deductions as specified in this Contract.

32. **CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide LAHSA with standards/process used to certify proficiency of bilingual staff.

33. **LAHSA OR COUNTY AUDITING OF CONTRACTOR RECORDS**

Upon a minimum of twenty-four (24) hours' written notice, LAHSA or the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

34. **LAHSA OR COUNTY INSPECTIONS OF CONTRACTOR'S EMERGENCY SHELTER FACILITIES**

LAHSA or the County may at any time, with or without prior notice to the Contractor, perform on-site inspections of the emergency shelter facility(s) used by the Contractor to provide emergency shelter to homeless CalWorks families under this contract. Such inspections shall be performed to ensure the health, welfare, and safety of each family housed. Any deficiencies in the physical structure, general habitability standards, configuration of the housing units / rooms, or the operation of said housing, including but not limited to; the provision of sufficient security to ensure the safety of families, will be documented in a written monitoring report. Contractor is advised that regardless of the type of facility used to provide emergency shelter, and regardless of whether or not the Contractor is in control of the facility site, it will be the Contractors responsibility to correct any and all deficiencies noted to LAHSA's satisfaction.

**35. COVENANTS AGAINST FEES**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the LAHSA shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

**36. CRIMINAL CLEARANCES**

- A. For the safety and welfare of the children to be served under this Agreement, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- B. Contractor shall immediately notify LAHSA of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.
- C. Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, moral, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368 (b), 647(a) (b), 647.6, and 667.5 (c).

**37. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents



of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

**38. DISPUTES**

Any disputes between the LAHSA and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the LAHSA Contract Specialist. If the LAHSA Contract Specialist not able to resolve the dispute, it shall be resolved by the LAHSA Executive Director or his designee, and the Executive Director's or his designee's decision shall be final.

**39. DISCLOSURE OF INFORMATION**

- A. Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, LAHSA will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:
- B. Contractor shall develop all publicity material in a professional manner. During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of LAHSA without the prior written consent of the Executive Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. Contractor may, without prior written permission of LAHSA, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles Homeless Services Authority, provided, however, that the requirements of this sub-section 8.28 shall apply.
- C. The Contractor shall bring to the attention of the LAHSA Contract Specialist and/or LAHSA Contract Manager any dispute between LAHSA and the Contractor regarding the performance of services as stated in this contract. If the LAHSA Contract Specialist and/or LAHSA Contract Manager is not able to resolve the dispute, the LAHSA Director of Programs or designee shall resolve it.

**40. EMPLOYEE SAFETY**

The Contractor will assure that the Contractor's employees:

- A. Are covered by an effective Injury and Illness Prevention Program.
- B. Receive all required general and specific training on employee safety.

**41. EMPLOYMENT ELIGIBILITY VERIFICATION**

- A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.
- B. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, LAHSA and the County, their agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or LAHSA or the County or all parties in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**42. FACSIMILE REPRESENTATION**

LAHSA and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments/Change Notices prepared pursuant to Section 11 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, until the parties follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of the "original" versions of such documents.

**43. FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless LAHSA and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, 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 the Contractor's employees for which LAHSA may be found jointly or solely liable.

**44. FISCAL ACCOUNTABILITY**

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

**45. FORCE MAJEURE**

- A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, 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").

- B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- C. In the event Contractor's failure to perform arises out of a force majeure event, 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.

**46. GOVERNMENT OBSERVATIONS**

Federal, State, County, LAHSA and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor performance.

**47. GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. 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, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

**48. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless LAHSA and the County, its Special Districts, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

**49. INDEPENDENT CONTRACTOR STATUS**

- A. This Contract is by and between LAHSA and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LAHSA or the County and the 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.

- B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. LAHSA and the County 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 the Contractor.
- C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of LAHSA or the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- D. The Contractor shall adhere to the provisions stated in sub-section 7.5 Confidentiality.

**50. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of LAHSA and the County and in the performance of this Contract, and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain, at its own expense insurance coverage satisfying the requirements specified in sub-sections A through O of this Contract, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. LAHSA in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**A. Evidence of Coverage and Notice to LAHSA**

- Certificate(s) of insurance coverage (Certificate) satisfactory to LAHSA, and a copy of an Additional Insured endorsement confirming LAHSA and the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to LAHSA not less than 10 days prior to Contractor's policy expiration dates. LAHSA reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LAHSA or County required endorsement forms.
- Neither LAHSA's failure to obtain, nor LAHSA's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation

or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Homeless Services Authority  
Attn: Karen Hamilton, Contract Specialist  
453 S. Spring Street, 12th Floor  
Los Angeles, CA 90013

- Contractor also shall promptly report to LAHSA and the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor, LAHSA, and/or County.

#### **B. Additional Insured Status and Scope of Coverage**

LAHSA and the County of Los Angeles, its Special Districts, Elected Officials, and their Officers, Agents, Employees and Volunteers (collectively LAHSA, the County and their Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of LAHSA and the County. LAHSA, the County and their Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, to LAHSA or to the County. The full policy limits and scope of protection also shall apply to LAHSA, the County and their Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **C. Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that LAHSA and the County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to LAHSA and the County in event of cancellation for non-payment of premium.

#### **D. Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which LAHSA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. LAHSA, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### **E. Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to LAHSA and the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**F. Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any LAHSA and/or County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**G. Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against LAHSA and the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**H. Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide LAHSA and the County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name LAHSA, the LAHSA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain LAHSA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**I. Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the LAHSA to pay any portion of any Contractor deductible or SIR. LAHSA retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects LAHSA and the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**J. Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**K. Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**L. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**M. Alternative Risk Financing Programs**

LAHSA and the County reserve the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. LAHSA, the County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **N. County Review and Approval of Insurance Requirements**

LAHSA and the County reserve the right to review and adjust the Required Insurance provisions, conditioned upon LAHSA and the County's determination of changes in risk exposures.

#### **O. Insurance Coverage**

- 1. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LAHSA and the County and their Agents as an additional insured, 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

- 2. 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, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3. 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 the County as the Alternate Employer, and the endorsement form shall be modified to provide that LAHSA and the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.
- 4. 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.
- 5. Property Coverage** Contractors given exclusive use of 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. The County and its Agents shall be named as an Additional Insured and Loss Payee 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.

**51. REMEDIAL ACTIONS**

- A. If, in the judgment of the LAHSA Executive Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the LAHSA Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may institute remedial actions with the Contractor to encourage their correction of deficiencies and to be in compliance with the terms of this Agreement. These potential remedial actions are described in LAHSA's Agency Remedial Action Policy, adopted by the LAHSA Commission on 6-26-2009.
- B. This Subsection shall not, in any manner, restrict or limit the LAHSA's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the LAHSA's right to terminate this Contract as agreed to herein.

**52. LIMITATION OF LAHSA'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

- A. LAHSA's obligation is payable only and solely from funds appropriated for the purpose of this Contract from the County of Los Angeles.
- B. Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County's Board of Supervisors.
- C. LAHSA shall immediately notify Contractor in writing of such non-appropriation at the earliest possible date.
- E. In the event of non-appropriation of funds, procedures in Termination for Convenience of LAHSA, Section 8.66 shall apply.

**53. PROGRAM CLOSE-OUT**

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

**54. PARTICIPATION IN THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**

- A. Unless authorized by LAHSA in writing, Contractor must participate in the HMIS implemented by LAHSA and adhere to all the implementation guidelines developed under HMIS. Said system



shall be implemented during the term of this AGREEMENT. LAHSA shall provide Contractor with the basic training required to use HMIS.

- B. Contractor is required to enter all participant data into HMIS upon receiving training on how to use HMIS and upon being issued a "Go-Live" date by LAHSA. For the purposes of this AGREEMENT, a "Go-Live" date means the date that Contractor is authorized by LAHSA to begin implementing HMIS. Failure to comply with this provision shall result in suspension of all payments to Contractor until such time that LAHSA determines that compliance with this provision has been achieved.
- C. LAHSA shall rely upon and use its records from HMIS, and its on-site verifications as needed to substantiate Contractor's performance. LAHSA may contact Contractor staff, participants, subcontractors, or training institutions to verify the documentation supporting performance and compliance with this AGREEMENT.
- D. In the event that Contractor has started its implementation of HMIS, LAHSA shall require that all programmatic reports including quarterly performance reports and any pertinent program information be retrieved from HMIS. As a result, LAHSA shall not accept programmatic data not retrieved from HMIS.
- E. Contractor shall ensure that staff assigned to the Program funded herein possess basic word processing computer skills and have knowledge of navigating the Internet.

**55. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County's Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

56. **MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to LAHSA and the County.

57. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- A. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- B. The Contractor shall certify to, and comply with, the provisions of Attachment L, Bidder's/Offerror's EEO Certification.
- C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. The Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- F. The Contractor shall allow LAHSA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 57 when so requested by LAHSA.
- G. If LAHSA finds that any provisions of this sub-section 8.46 have been violated, such violation shall constitute a material breach of this Contract upon which LAHSA may terminate or suspend this Contract. While LAHSA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LAHSA that the Contractor has violated the anti-discrimination provisions of this Contract.

- H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, LAHSA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

**58. NON EXCLUSIVITY**

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

**59. NOTICE OF DELAYS**

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

**60. NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the LAHSA's Contract Specialist or LAHSA's Project Manager between the County and the Contractor regarding the performance of services as stated in this Contract. If the LAHSA's Contract Specialist or LAHSA's Project Manager is not able to resolve the dispute, the LAHSA Executive Director, or designee shall resolve it.

**61. NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Attachment S.

**62. NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

- A. Contractor shall notify and provide to its employees, and shall require each Subcontractor (if any) 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.
- B. The fact sheet is set forth in Attachment T, Safely Surrendered Baby Law, and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

**63. NOTICES**

The Contractor shall allow LAHSA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 63 when so requested by LAHSA.

- A. **Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the LAHSA. LAHSA will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the LAHSA, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and LAHSA.

**B. Delivery of Notices**

The Contractor shall allow LAHSA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-section 8.51 when so requested by LAHSA. Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

**C. Notices to the Contractor**

Any such notice and the envelope containing same notice shall be addressed to the Contractor at its place of business.

Patrick West, City Manager,  
City of Long Beach, a Municipal Corporation  
2525 Grand Avenue  
Long Beach, California, 90815

**D. Notices to LAHSA**

Notices and envelopes containing same notice to LAHSA shall be addressed to:

G. Michael Arnold, Executive Director  
Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013

**E. Changes of Address**

Either party can designate a new address by giving timely written notice to the other party.

**F. Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

**64. OWNERSHIP OF DATA/EQUIPMENT**

- A.** LAHSA shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.

- B. LAHSA shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by LAHSA, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

**65. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the LAHSA agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**66. PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from LAHSA and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of LAHSA. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this sub-section 8.55, shall survive the expiration or other termination of this Contract.

- A. Recognizing that LAHSA has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold LAHSA harmless from all damages, costs, and expenses by reason of any disclosure by LAHSA of trade secrets and proprietary information. LAHSA shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by LAHSA to successfully complete the services under the Contract.
- B. LAHSA shall not require Contractor to provide any information that is proprietary to it; provided, however, that if LAHSA requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and LAHSA shall limit reproduction and distribution to the minimum extent consistent with LAHSA 's need for such information, and, when LAHSA no longer needs such information, but in no event later than expiration or other termination of this Contract, LAHSA shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

**67. PROVIDER COMPLIANCE**

- A. Mandatory standards and policies relating to energy efficiency in the state energy conservation plan, (title 24, California Administrative Code).
- B. Contracts in excess of \$10,000, requiring compliance with Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- C. Contracts in excess of \$10,000, requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

**68. 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 Section 70, Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to this Contract 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 Section 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 issued by a court of competent jurisdiction.
- B. In the event LAHSA 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 marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify LAHSA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## 69. PUBLICITY

The Contractor shall not disclose any details in connection with this Contract 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 it, LAHSA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the 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 the County without the prior written consent of LAHSA's Executive Director. LAHSA shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles, Homeless Service Authority provided that, the requirements of this sub-section 8.58 shall apply.

## 70. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that LAHSA, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. LAHSA reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LAHSA's option, the Contractor shall pay the LAHSA for travel, per diem, and

other costs incurred by LAHSA to examine, audit, excerpt, copy, or transcribe such material at such other location.

- A. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with LAHSA within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, LAHSA shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- B. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.59.2 shall constitute a material breach of this Contract upon which LAHSA may terminate or suspend this Contract.
- C. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of LAHSA may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LAHSA's dollar liability for any such work is less than payments made by LAHSA to the Contractor, then the difference shall be either: a) repaid by the Contractor to LAHSA by cash payment upon demand or b) at the sole option of LAHSA, deducted from any amounts due to the Contractor from LAHSA, whether under this Contract or otherwise. If such audit finds that LAHSA's dollar liability for such work is more than the payments made by LAHSA to the Contractor, then the difference shall be paid to the Contractor by LAHSA by cash payment, provided that in no event shall the LAHSA's maximum obligation for this Contract exceed the funds appropriated by the LAHSA for the purpose of this Contract.
- D. In addition to the above, the Contractor agrees, should LAHSA or its authorized representatives determine, in LAHSA's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-LAHSA contracts) to enable LAHSA to evaluate the Contractor's compliance with the COUNTY's Living Wage Program, that the Contractor shall promptly and without delay provide to LAHSA, upon the written request of LAHSA or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to LAHSA under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-LAHSA contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to LAHSA under this Contract is for the purpose of enabling the LAHSA in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LAHSA during the term of this Contract and for a period of five (5) years thereafter unless LAHSA's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at LAHSA's option, the Contractor shall pay LAHSA for travel, per diem, and other costs incurred by LAHSA to

examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

E. Other required documents to be retained include, but not limited to:

- Invoices/Check Stubs: Monthly and any supplemental invoices and LAHSA reimbursement check stubs.
- Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."
- Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.
- Minutes of Performance Evaluation Meetings: The LAHSA Contract Specialist writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

F. LAHSA hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and businesses conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay LAHSA for travel, per diem, and other costs incurred by LAHSA to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by LAHSA.
2. Failure on the part of the Contractor to comply with the provisions of this sub-section 8.59 shall constitute a material breach of this Contract upon which LAHSA may terminate or suspend this Contract.

#### 71. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### 72. REMOVAL OF UNSATISFACTORY PERSONNEL

LAHSA shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of LAHSA, the Contractor shall immediately replace said personnel.

#### 73. RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such



remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

**74. SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with sub-section 8.59 of this Contract are to be maintained for a period of five (5) years.

**75. SUBCONTRACTING**

- A. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of LAHSA. Any attempt by the Contractor to subcontract without the prior consent of the LAHSA may be deemed a material breach of this Contract. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at LAHSA's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the LAHSA.
- B. The Contractor shall indemnify and hold the LAHSA harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- C. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LAHSA's approval of the Contractor's proposed subcontract.
- D. The LAHSA's consent to subcontract shall not waive the LAHSA's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this LAHSA right.
- E. The LAHSA's Contract Manager is authorized to act for and on behalf of the LAHSA with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by LAHSA, Contractor shall forward a fully executed subcontract to LAHSA for their files.
- F. The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding LAHSA's consent to subcontract.

- G. The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by LAHSA from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Los Angeles Homeless Services Authority  
Attn: Karen Hamilton, Contract Specialist  
453 S. Spring Street, 12th Floor  
Los Angeles, CA 90013

- H. In the event that the LAHSA consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with LAHSA. All representations and warranties shall inure to the benefit of LAHSA and the County of Los Angeles."

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.20, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to LAHSA and the County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which LAHSA may terminate this contract pursuant to Sub-section 8.67 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**77. TERMINATION FOR CONVENIENCE OF LAHSA**

- A. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by LAHSA to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
- B. After receipt of a notice of termination and except as otherwise directed by LAHSA, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work, as shall not have been terminated by such notice.
- C. For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to LAHSA and the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LAHSA's option, the Contractor shall pay LAHSA for travel, per diem, and other costs

incurred by LAHSA to examine, audit, excerpt, copy, or transcribe such material at such other location.

## 78. TERMINATION FOR DEFAULT

- A. LAHSA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of LAHSA's Executive Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LAHSA may authorize in writing) after receipt of written notice from LAHSA specifying such failure.
- B. In the event that LAHSA terminates this Contract in whole or in part as provided in sub-paragraph 8.67.1, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to LAHSA for any and all excess costs incurred by LAHSA, as determined by LAHSA, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- C. Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.67.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs 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 8.68.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- D. If, after LAHSA has given notice of termination under the provisions of this sub-paragraph 8.66, it is determined by LAHSA that the Contractor was not in default under the provisions of this sub-section 8.67, or that the default was excusable under the provisions of sub-paragraph 8.67.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.66, Termination for Convenience of LAHSA.
- E. The rights and remedies of LAHSA provided in this sub-section 8.67 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**79. TERMINATION FOR IMPROPER CONSIDERATION**

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

**80. TERMINATION FOR INSOLVENCY**

LAHSA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

The rights and remedies of LAHSA provided in this sub-section 8.69 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**81. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which LAHSA or the County may, in its sole discretion, immediately terminate or suspend this Contract.

**82. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, LAHSA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's

future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. LAHSA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**83. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

**84. VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**85. WAIVER**

No waiver by LAHSA or the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of LAHSA or the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver

thereof. The rights and remedies set forth in this Section 86, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.


**86. WARRANTY AGAINST CONTINGENT FEES**

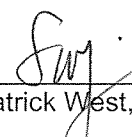
- A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- B. For breach of this warranty, LAHSA and the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the the LAHSA Board of Commissioners and Contractor has caused this Contract to be signed by its duly authorized officer(s), on this 18<sup>th</sup> day of July, 2009. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

Los Angeles Homeless Services Authority

City of Long Beach, a Municipal Corporation

By   
G. Michael Arnold  
Executive Director

By  Assistant City Manager  
Patrick West, City Manager

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

95-4498834  
Tax Identification Number

  
Tax Identification Number

APPROVED AS TO FORM FOR LAHSA:

BY THE OFFICE OF COUNTY COUNSEL  
ROBERT E. KALUNIAN, Acting County Counsel

By \_\_\_\_\_  
Aleen Langton  
Senior Deputy County Counsel

APPROVED AS TO FORM

July 20, 20 09  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT A**

**STATEMENT OF WORK**



**ATTACHEMENT A  
STATEMENT OF WORK**

CONTRACTOR: City of Long Beach, a Municipal Corporation	CONTRACT NUMBER: 2009DPSS01
PROJECT TITLE: DPSS Emergency Shelter Services	
PROJECT TERM: July 1, 2009 through June 30, 2010	
CONTRACT AMOUNT: \$129,668.00	
PROGRAM COMPONENT: Emergency Shelter	
AVERAGE NUMBER OF FAMILIES TO BE SERVED PER DAY: 4	
TARGET POPULATION: CalWORKS Families	
PROJECT LOCATION: 6400 E. Pacific Coast Hwy Long Beach, CA 90803	
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (C.F.D.A.) NUMBER: 93.558	

## STATEMENT OF WORK

### PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

*Personal Service Delivery*

***The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.***

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

#### Service Access

***Service providers will work proactively to facilitate customer access to services.***

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

#### Service Environment

***Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.***

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## STATEMENT OF WORK

### 1.0 GENERAL

#### 1. Scope of Work

Contractor shall provide a clean, safe and well-maintained emergency shelter environment that is appropriate to the needs of each family in a hotel/motel facility located at 6400 E. Pacific Coast Hwy. Long Beach, CA 90803. Contractor shall provide each participating family in the ESS program with as much privacy and personal space as possible. Each client must at a minimum, be provided with a bed, clean linens, a pillow, blanket and a personal closet/locker for storing and hanging clothes and other personal effects.

Contractor shall provide all management/administrative services for providing emergency shelter and case management services, in conjunction with the DPSS Homeless Case Manager assigned to the case, for CalWORKs Welfare-to-Work families who are homeless.

CalWORKs families are eligible to receive emergency shelter and services only if an adult: (1) is receiving or has exhausted the time limit for CalWORKs cash assistance, and (2) is either employed or enrolled and active in the CalWORKs Greater Avenues for Independence (GAIN) Program. CONTRACTOR will determine families' eligibility for the emergency shelter and services by accessing the County's GAIN Employment Activity and Reporting System (GEARS).

This program was designed to fill the gap for CalWORKs Welfare-to-Work families who are not eligible to DPSS homeless benefits or who have already exhausted all of the DPSS homeless benefits. This program is for families with or without a mental health issue. In the situation when a family meets the criteria of a mental health issue and the number of families eligible for the Homeless CalWORKs Families Project has reached its limit, then the family may be referred to ESS program.

#### 2. Quality Assurance

LAHSA shall monitor Contractor's performance under this Contract by evaluating the quality and quantity of the work completed as required in Attachment A, or any other such procedures as defined in this Contract.

LAHSA or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards.

The LAHSA Contract Specialist and Contractor will make every effort to resolve minor discrepancies during the monitoring visit.

#### 3. Government Observations

Federal, State and/or County personnel approved by County administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of

operation as defined below in Section 1.5. However, these personnel may not unreasonably interfere with Contractor performance.

4. Monitoring Hours

Contractor shall be available for monitoring activities Monday through Friday, 8:00 a.m. to 5:00 p.m. except on County recognized holidays.

5. Hours of Operation

A. Public Access Hours

Contractor's main office shall be open from 8:00 a.m. to 5:00 p.m., Monday-Friday, except for County-recognized holidays. Main office telephones shall be staffed during all Contractor Public Access Hours. Contractor shall have staff available to respond to calls in English and Spanish during all Public Access Hours.

B. LAHSA Contact Hours

Contractor 's Project Director or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of the LAHSA Contract Specialist or alternate, except on LAHSA-recognized holidays. The LAHSA Contract Specialist shall provide lists of County holidays when this Contract is approved and at the beginning of each calendar year during the term this Contract.

**SPECIFIC TASKS OF THIS STATEMENT OF WORK**

CONTRACTOR

6. Funds under this program may be used to provide emergency shelter for the target population at the rate of **88.81** per family per night.

7. Participant eligibility

A. CONTRACTOR shall screen participants for eligibility and provide LAHSA with a completed Participant Eligibility Form (Attachment P).

B. LAHSA will check GAIN Activity Reporting System (GEARS) the first day the participant is screened and the first day of each month the participant is in the shelter/hotel/motel to see if the participant:

1. is receiving or has exhausted the time limit for CalWORKs cash assistance, **and**
2. is either employed or enrolled in the CalWORKs Greater Avenues for Independence (GAIN) Program.
3. LAHSA shall respond to all eligibility inquiries that are submitted before 4:00 p.m. on the same day. If LAHSA cannot respond within the same day, your agency will be notified in advance.

8. Funds provided under this program shall be used for emergency shelter/emergency hotel/motel vouchers for an average of 4 families per day.
9. Participants may stay in the program for up to ninety (90) days. However, CONTRACTOR may allow participants to remain for a period longer than ninety (90) days (but not exceeding 120 days) if participants require a longer period to accomplish certain goals. CONTRACTOR shall maintain accurate records of unduplicated participants that enter and exit from the program each month, including the type of long-term housing in which participants were placed, and contact information for purposes of verification of housing placement. During their stay in the program, CONTRACTOR shall provide shelter and accompanying services to assist participants in receiving stable housing. Services provided include shelter, transportation (services that are not provided to participants through the DPSS GAIN program), and case management. Eligible participants receive an Electronic Benefit Transfer (EBT) card that can be used at a store or other State-authorized agency to purchase food. Food is not an eligible expense funded by this Contract.
10. CONTRACTOR shall develop individual housing plans addressing the housing obstacles and needs of each participant. In addition, CONTRACTOR shall ensure that participants who spent the previous night at the shelter or in a hotel/motel sign the daily attendance log before noon each day. All services provided to participants shall be free of charge. Thus, facilitating participants' ability to save money.
11. CONTRACTOR shall provide a description of the type and level of case management, including frequency and type of contact that will be provided to the clients enrolled in the Emergency Shelter and Services Program.
  - A. CONTRACTOR shall describe in detail the type of individualized housing plan to be developed with the client to move the family into transitional or permanent housing.
12. CONTRACTOR shall provide transportation for the families enrolled in the program if the family is not currently receiving these services through the GAIN Program.
  - A. For families transported, ensure the adult family member complete and sign Technical Exhibit 12.6, Emergency Shelter Services Transportation Log. Attach the log to the MMR as specified in section 7.0.
13. Program Procedures  
CONTRACTOR shall follow the program procedures indicated in Attachment M attached hereto.
14. Performance Measures
  - A. 50% of participants will be placed in transitional or permanent housing.
  - B. 80% of participants placed in transitional or permanent housing will remain

housed for at least six months.

15. Performance Outcome Measures

Contractor shall track and report the following on the Monthly management Report:

- A. The number of families enrolled in emergency shelter services per day on the day of intake by each subcontractor.
- B. The number of families enrolled/entered in emergency shelter services after the first day of intake due to late processing.
- C. The number of families moved from emergency shelter and placed into transitional housing within 30, 60, 90, and 120 days.
- D. The number of families moved from emergency shelter and placed into permanent housing within 30, 60, 90, and 120 days.
- E. The number of families who left the emergency shelter services program, before the completion of the 120 day program, prior to placement into transitional or permanent housing.
- F. The number of families who received emergency shelter services for 120 days and remained homeless.

**REPORTING TO LAHSA**

16. Monthly Management Report (MMR)

Contractor shall submit a MMR, Attachment E sample report, to the LAHSA Contract Specialist by the seventh (7<sup>th</sup>) calendar day of the month following the month of service.

- A. For emergency shelter and services, Contractor shall submit the Emergency Shelter and Services Monthly Management Report, Attachment E, to the LAHSA Contract Specialist by the seventh (7<sup>th</sup>) calendar day of the month following the month of service. The MMR should be included with the submission of the invoice as noted in Section 6, paragraph B.
- B. Contractor shall submit to DPSS the Participant Roster- DPSS/LAHSA Emergency Shelter Services Program, Attachment F, a monthly report containing the following information: a) participant's name; b) CalWORKs case number; c) DPSS Homeless Case Manager's name; d) date screened; e) date of entry/enrollment; f) date of exit; g) number of days enrolled in ESS program; h) reason for leaving program; i) destination type: transitional or permanent; and j) reason family was not placed in transitional or permanent housing. The report is due on the twenty-fifth (25<sup>th</sup>) workday of each month for the previous month. The report is to be sent to:

Los Angeles Homeless Services Authority  
Attn: Karen Hamilton, Contracts Specialist  
453 S. Spring Street, 12th Floor  
Los Angeles, CA 90013



17. Monthly Complaint Log

Contractor shall submit its Monthly Complaint Log, Technical Exhibit 12.10 to the LAHSA Contract Specialist by the seventh (7<sup>th</sup>) calendar day of the month following the month of service. The Monthly Complaint Log should be included with the MMR as specified in subsection 7.1 above.

18. Ad Hoc Reports

At various times, LAHSA and the County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to LAHSA in a mutually agreeable time period. LAHSA cannot be responsible for the provision of information based upon data which Subcontracting agencies have not been required to collect in the course of service provision.

19. **FRAUD REFERRALS**

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to Contractor prior to contract effective date) and any supplements or other issuances subsequently released. In those instances when County requests Contractor to make a fraud referral, (e.g., County Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS CalWORKs Division. A copy of all other fraud referrals initiated by Contractor shall also be provided to the DPSS CalWORKs Division.

20. **QUALITY ASSURANCE AND COMPLAINT SYSTEMS**

A. Quality Assurance Plan

Within ninety (90) days of the effective date of this Contract, Contractor shall present to LAHSA a comprehensive Quality Assurance Plan, including internal monitoring, Subcontractor monitoring schedules, and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. All monitoring records shall be provided to LAHSA upon request. The Plan shall include, but not be limited to the following:

1. A monitoring system covering all services listed in Technical Exhibit 12.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
2. Monthly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS.

Monthly monitoring for Emergency Shelter and Services may include a focus on:

1. Number of families receiving emergency shelter.
2. Number of night's families received emergency shelter.

3. Type of emergency shelter received (shelter/motel).
  4. Cost of emergency shelter.
  5. Invoices.
  6. Number of complaints received.
  7. Number of families moved into transitional housing.
  8. Number of families moved into permanent housing.
3. Record keeping of all monitoring conducted by Contractor identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
  4. Training plan for newly hired staff.
  5. Plans for re-training staff that are found to have above average levels of errors, including inaccuracy or timeliness of transporting participants.
  6. Samples of forms to be used in monitoring.
  6. Samples or records to be maintained of staff training.

**21. DPSS Received Complaints**

LAHSA shall refer complaints related to Emergency Shelter Services to Contractor in writing for resolution. Contractor shall notify LAHSA in writing of the resolution within five (5) calendar days LAHSA shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

**22. Contractor Received Complaints**

- A. Contractor shall maintain a Monthly Complaint Log, Technical Exhibit 12.5 of all complaints related to the Emergency Shelter Services received directly by Contractor. The log shall include complaints about providers, the Contractor or about other aspects of the outreach efforts.
- B. Complaints which indicate abuse, neglect or exploitation of children shall be referred by Contractor to the Department of Children and Family Services within 24 hours of receipt.

**CUSTOMER SERVICE**

**23. Customer Service Program**

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Contract's Preamble. The Customer Service Program must be approved by DPSS and changes to the Program must be made allowing ten (10) business days.

**24. Customer Service Monitoring**

LAHSA shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. LAHSA, at its sole discretion, may change the means of measuring this standard via a Change Notice as specified in Standard Terms and Conditions, Section 8.0.

**25. CIVIL RIGHTS COMPLAINTS PROCEDURE**

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- A. Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- B. Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- C. Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- D. Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
  - 1 All Contractors must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
  - 2 All Contractors must maintain a log of civil rights complaints.
  - 3 Contractor's Project Director will act as the Civil Rights Liaison (CRL) between the Contractor agency and LAHSA Contract Specialist (LPS) and Civil Rights Section (CRS).
  - 4 All LPS/CRLs must forward all PA 607s to the CCA within two (2) business days.
  - 5 LPS/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

**26. TECHNICAL EXHIBITS**

- A. Monthly Complaint Log ..... Attached
- B. Transportation Log..... Attached

SAMPLE  
EMERGENCY SHELTER SERVICES MONTHLY COMPLAINT LOG

REPORTING AGENCY: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_ STAFF PERSON COMPLETING REPORT: \_\_\_\_\_ DATE: \_\_\_\_\_

Date	Time Of Call	Complainant's Name	Agency or Participant	Primary Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

*NOTE: Attach a copy of the Monthly Complaint Log to the Monthly Management Report*



ESS TRANSPORTATION LOG



Sub-Contractor \_\_\_\_\_  
 Service Month \_\_\_\_\_

Date	Client's Name and/or Destination	CW Case # or SNN	Referred to GAIN for Transportation (Yes or No)	Indicate: BT = Bus Tokens TV = Taxi Vouchers	Indicate Dollar Value of Bus Tokens or Taxi Vouchers	Client's Signature	Driver's Initials	Total Mileage	Indicate Distination: DMH, DPSS, DCFS, DMV, Social Security or if other, indicate the Location/Distination
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Transportation Log is due by the 25th calendar day; attach to the MMR each month.

**ATTACHMENT B**

**CONTRACTOR**

**BUDGET**







Contractor: City of Long Beach		PER DIEM RATE CALCULATION		
Contract Number: 2009DPSS01				
			Daily Rate per Family	Per Diem Rate Structure
Contract Amount =	\$ 129,668.00	Percentage per Category	\$ 88.81	
Voucher Amt =	\$ 94,900.00	73.19%	Vouchers =	\$ 65.00
Staff Cost =	\$ 34,560.00	26.65%	Case Mgmt Cost =	\$ 23.67
Nonpersonnel Cost =	\$ 208.00	0.16%	Operating Cost =	\$ 0.14
				\$ 88.81

**ATTACHMENT C**  
**PROVIDER PER DIEM RATE STRUCTURE**

EMERGENCY SHELTER AND SERVICES  
JULY 1, 2009 THROUGH JUNE 30, 2010

PROVIDER PER DIEM RATE STRUCTURE

Supv District	Providers	Per Diem Amount for Shelter	Per Diem Amount for Case Management	Per Diem Amount for Operating Costs	Total Per Diem Rate
	City of Long Beach, a Municipal Corporation	\$65.00	\$23.67	\$.14	\$88.81

ATTACHMENT D  
CONTRACTOR INVOICE FORMAT

**FEE FOR SERVICE INVOICE**

OPERATING AGENCY:  
PROGRAM:  
FOR MONTH ENDING:

CONTRACT NO.:  
AMENDMENT NO.  
INVOICE NO.

	DPSS/SA			
	ESG BUDGET	CURRENT MONTH	CUMULATIVE TO DATE	BUDGET AVAILABLE
	(A)	(B)	(C)	(D) = (A) - (C)
UNITS OF SERVICE	1460	0	0	1460
RATE	\$88.81 per bednight	\$88.81 per bednight	\$88.81 per bednight	
TOTAL	\$129,668.00	\$0.00	\$0.00	\$129,668.00

CASH STATUS REPORT	REQUESTED	APPROVED By CS	LAHSA USE ONLY
a. Total Cash Received	\$ -		A. Contracts Division Approval
b. Cash Requested But Not Received	-		
c. Total Cash ( a + b )	\$0.00		Authorized Signature: _____
d. Total Expended to Date	\$0.00		Title: _____ Date: _____
e. Cash Available (On Hand) ( c - d )	\$0.00		
f. Estimated Advance for Month of _____			B. Accounting Division Approval
g. Total Cash Request ( f - e )	\$0.00		Authorized Signature: _____
			Title: _____ Date: _____

**CERTIFICATION BY OPERATING AGENCY:** We hereby, each certify under penalty of perjury under the laws of the State of California, that this requisition and its supporting financial records and reports, are true in all respects and that all expenditures have been made solely for the purposes set forth in the Statement of Work contained in the contract entered into by this Agency and LAHSA. We also understand that the allowable cost reported is subject to final acceptance by LAHSA. Reported costs based on allocations have an underlying cost allocation plan prepared in accordance with the applicable Office of Management and Budget Regulations. Additionally, checks listed as outstanding have been released as of the date this form was prepared, payroll tax returns have been timely filed and applicable payroll taxes have been timely paid. Make sure that this invoice package is completely and properly filled to avoid delay in payments. Incomplete invoices will be returned to O/A

Authorized - Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

O/A Fiscal: Name - Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT E**  
**MONTHLY MANAGEMENT REPORT**

ESS Monthly Management Report - Service Month: \_\_\_\_\_

Sub-contractors:		Family Crisis Ctr SD2	Family Crisis Ctr SD4	AV Domestic Violence Council	Beyond Shelter	City of Long Beach	Harbor Interfaith Svcs	LA Family Housing Corp.	Lutheran Social Svcs	Ocean Park Com. Ctr	Special Svcs for Groups	St. Joseph Center	The Salvation Army	Upward Bound House	Total
<b>Emergency Shelter:</b>															
1	# of homeless CalWORKS (CW) Families screened for Emergency Shelter														
1a	# of unduplicated/new homeless CW Families who entered emergency shelter this month														
2	# of homeless CW Families who rec'd Emerg. Shelter (duplicate # - includes prior/current svc months)														
2a	# of nights for each family in #2 that rec'd Emerg. Shelter														
<b>Type of Shelter Received:</b>															
1	Emergency Shelter Facility														
2	Hotels/Motels														
<b>Transportation:</b>															
1	# of homeless CW Families receiving Transportation Services														
<b>Families Placed by Subcontractors:</b>															
1	# of homeless CW Families placed into <u>Transitional</u> Housing														
2	# of homeless CW Families placed into <u>Permanent</u> Housing														
3	# of homeless CW families that left the program <u>without</u> placement														
4	# of homeless CW families <u>remaining</u> in the program														
<b>Complaints:</b>															
1	# of Complaints Received														
2	# of Complaints Resolved														

Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

MMR is due the 25th calendar day after the service month; attach Transportation Logs & Participant Rosters.



ESS Monthly Management Report - Service Month: \_\_\_\_\_

Section	Sub-contractors:	Family Crisis Ctr SD2	Family Crisis Ctr SD4	AV Domestic Violence Council	Beyond Shelter	City of Long Beach	Harbor Interfaith Svcs	LA Family Housing Corp.	Lutheran Social Svcs	Ocean Park Com. Ctr	Special Svcs for Groups	St. Joseph Center	The Salvation Army	Upward Bound House	Total
5.2.1	# of Families enrolled in ESS per day on the day of intake.														
5.2.2	# of Families enrolled/ entered in ESS after the first day of intake due to late processing.														
5.2.3	# of Families moved from emergency shelter & placed in transitional housing within:														
	30 days														
	60 days														
	90 days														
5.2.4	# of Families moved from emergency shelter & placed in permanent housing within:														
	30 days														
	60 days														
	90 days														
5.2.5	# of Families who left ESS prior to placement into transitional or permanent housing.														
5.2.6	# of Families who received ESS for 120 days & remained homeless.														
	Long Term Retention: Number of Families remaining in <u>transitional</u> housing for six months.														
	Long Term Retention: Number of Families remaining in <u>permanent</u> housing for six months.														

Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

MMR is due the 25th calendar day after the service month; attach Transportation Logs & Participant Rosters.

ATTACHMENT F  
PARTICIPANT ROSTER

**Participant Roster**  
**Emergency Shelter Services Program**  
 SubContractor: \_\_\_\_\_  
 Service Month: \_\_\_\_\_

Participant's Name (1)	CalWORKs Case#	DPSS Homeless Case Manager's Name	Date Screened	Date of Entry/ Enrollment	Date of Exit	# of Days enrolled in ESS Pgm	Reason for Leaving Program (2)	Destination Type: T or P (3)	Reason Family was not placed in transitional or permanent housing (4)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

- (1) List all Families participating in the ESS Program during the reporting service month.
- (2) Reason why Family was not placed after completing the 120 days in the ESS program.
- (3) Indicate T = Transitional or P = Permanent Housing
- (3) Reason for leaving prior to placement or completion of the 120 days in the ESS program.

Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Email/Fax [562/695-2809 by the 25th calendar day each month after the previous service month to: Jose Salgado, Project Administrator, JoseSalgado@dpss.lacounty.gov

~or~ Tegest Tekie, CalWORKs Program Analyst, TegestTekie@dpss.lacounty.gov **(TO BE SENT BY LAHSA ONLY)**

**Participant Roster is due the 25th calendar day after the service month; attach Transportation Logs & Participant Rosters.**

**ATTACHMENT G**  
**BIDDER'S/OFFEROR'S NON-DISCRIMINATION**  
**IN SERVICES CERTIFICATION**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICE CERTIFICATION**

City of Long Beach, a Municipal Corporation  
Contractor's Name

333 West Ocean Boulevard, Long Beach, ~~90815~~ 90802  
Address



~~05-680788~~ Internal Revenue Service Employer Identification Number

**GENERAL**

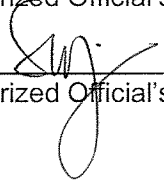
In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER'S CERTIFICATION**

- (Circle one)
- 1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.  Yes  No
  - 2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.  Yes  No
  - 3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time.  Yes  No

Patrick H. West, City Manager

Authorized Official's Printed Name and Title

 Assistant City Manager

Authorized Official's Signature

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

7.21.09  
Date

APPROVED AS TO FORM

July 20, 20 09  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT H**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

**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.

Patrick West, City Manager  
 \_\_\_\_\_  
 Authorized Official's Printed Name

City Manager  
 \_\_\_\_\_  
 Authorized Official Title

  
 \_\_\_\_\_  
 Assistant City Manager  
 Authorized Official's Signature

**EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.**

APPROVED AS TO FORM

July 20, 20 09  
 \_\_\_\_\_  
 ROBERT E. SHANKON, City Attorney

By   
 \_\_\_\_\_  
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**ATTACHMENT I**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

City of Long Beach, a Municipal Corporation  
Contractor's Name

333 West Ocean Boulevard, Long Beach, ~~90815~~ 90802  
Address

Internal Revenue Service Employer Identification Number

Not Applicable

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

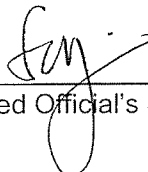
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

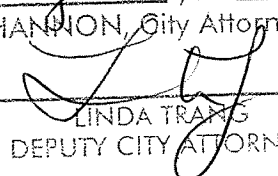
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term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

**OR**

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

 Assistant City Manager  
Authorized Official's Signature **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.** 7.21.09  
Date

Patrick West, City Manager  
Authorized Official's Name and Title

APPROVED AS TO FORM  
July 20, 2009  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT J**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation Contract No. 2009DPSS01

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

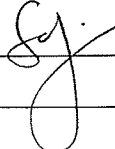
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

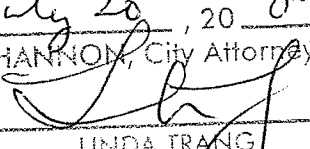
Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Authorized Official Signature:  Assistant City Manager Date: 7 / 21 / 09  
Authorized Official Name: \_\_\_\_\_ Patrick West, \_\_\_\_\_  
Authorized Official Title: \_\_\_\_\_ City Manager \_\_\_\_\_

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.) APPROVED AS TO FORM

July 20, 2009  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Susan Price

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, 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 the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has 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 County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. 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 the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors 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.

Authorized Official Signature: 

Date: 7/16/09

Authorized Official Name: Susan Price

Authorized Official Title: Homeless Services Officer

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Susan Price

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, 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 the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has 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 County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. 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 the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors 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.

Authorized Official Signature: 

Date: 7/15/09

Authorized Official Name: Susan Price

Authorized Official Title: Homeless Services Officer

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Elsa Ramos

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

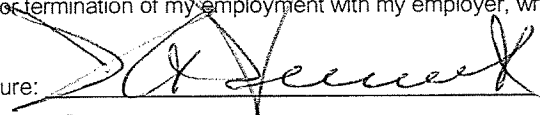
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has 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 County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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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.

Authorized Official Signature:



Date: 7/17/09

Authorized Official Name: Elsa Ramos

Authorized Official Title: Multi-Service Center Coordinator

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Elsa Ramos

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

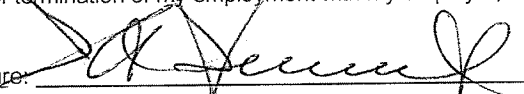
**CONFIDENTIALITY AGREEMENT:**

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Authorized Official Signature: 

Date: 7/17/09

Authorized Official Name: Elsa Ramos

Authorized Official Title: Multi-Service Center Coordinator

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Mary-Jo Foresta

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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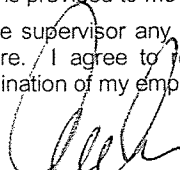
**CONFIDENTIALITY AGREEMENT:**

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Authorized Official Signature: 

Date: 7/17/09

Authorized Official Name: Mary-Jo Foresta

Authorized Official Title: Housing Coordinator

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Mary-Jo Foresta

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

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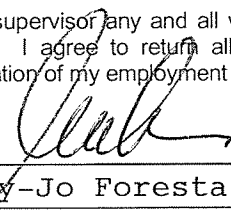
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Authorized Official Signature:  \_\_\_\_\_

Date: 7/17/09

Authorized Official Name: Mary-Jo Foresta

Authorized Official Title: Housing Coordinator

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Rene Miyasato

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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.

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Authorized Official Signature: 

Date: 07 / 15 / 09

Authorized Official Name: Rene Miyasato

Authorized Official Title: Contracts & Grants Assistant

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation

Contract No. 2009DPSS01

Employee Name Rene Miyasato

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Authorized Official Signature: 

Date: 07/15/09

Authorized Official Name: Rene Miyasato

Authorized Official Title: Contracts & Grants Assistant

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation) Contract No.2009DPSS01

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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Authorized Official Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Official Name: \_\_\_\_\_

Authorized Official Title: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: City of Long Beach, a Municipal Corporation Contract No.2009DPSS01

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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Authorized Official Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Official Name: \_\_\_\_\_

Authorized Official Title: \_\_\_\_\_

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*

**ATTACHMENT K**

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

**AND**

**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

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

Company Name: <u>City of Long Beach, a Municipal Corporation</u>		
Company Address: <u>333 West Ocean Boulevard</u>		
City: <u>Long Beach</u>	State: <u>CA</u>	Zip
Code: <del>90815</del> <u>90802</u>		
Telephone Number: <u>5625704003</u>		
Solicitation For _____		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 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 exception 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 and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

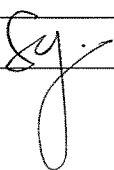
**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of 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: <u>Patrick West</u>	Title: <u>City Manager</u>
Signature: 	Date: <u>7.21.09</u>

**Assistant City Manager**  
**EXCLUDED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.**

APPROVED AS TO FORM  
July 20, 2009  
 ROBERT E. SHANNON, City Attorney  
 By   
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "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:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. 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.

“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.

“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)

ATTACHMENT L  
CONTRACTOR'S EEO CERTIFICATION

**CONTRACTOR'S EEO CERTIFICATION**

City of Long Beach, a Municipal Corporation  
 Contractor's Name  
333 West Ocean Boulevard, Long Beach, California 90802  
~~333 West Ocean Boulevard, Long Beach, 90802~~ Address  
 [Redacted]  
~~05-6000783~~ Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

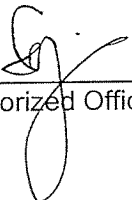
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

Patrick West ,City Manager

Authorized Official's Printed Name and Title

 Assistant City Manager  
 Authorized Official's Signature

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

7-21-09  
 Date

APPROVED AS TO FORM

July 20, 20 09  
 ROBERT E. SHANNON, City Attorney

By   
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**CONTRACTOR'S EEO CERTIFICATION**

City of Long Beach, a Municipal Corporation  
 Contractor's Name  
 333 West Ocean Boulevard, Long Beach, California 90802  
~~333 West Ocean, Long Beach, 90815~~ Address  
 [REDACTED]  
~~05-6006733~~ Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

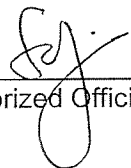
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
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Patrick West ,City Manager

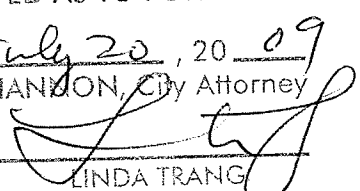
Authorized Official's Printed Name and Title

 Assistant City Manager  
 Authorized Official's Signature

7.21.09  
 Date

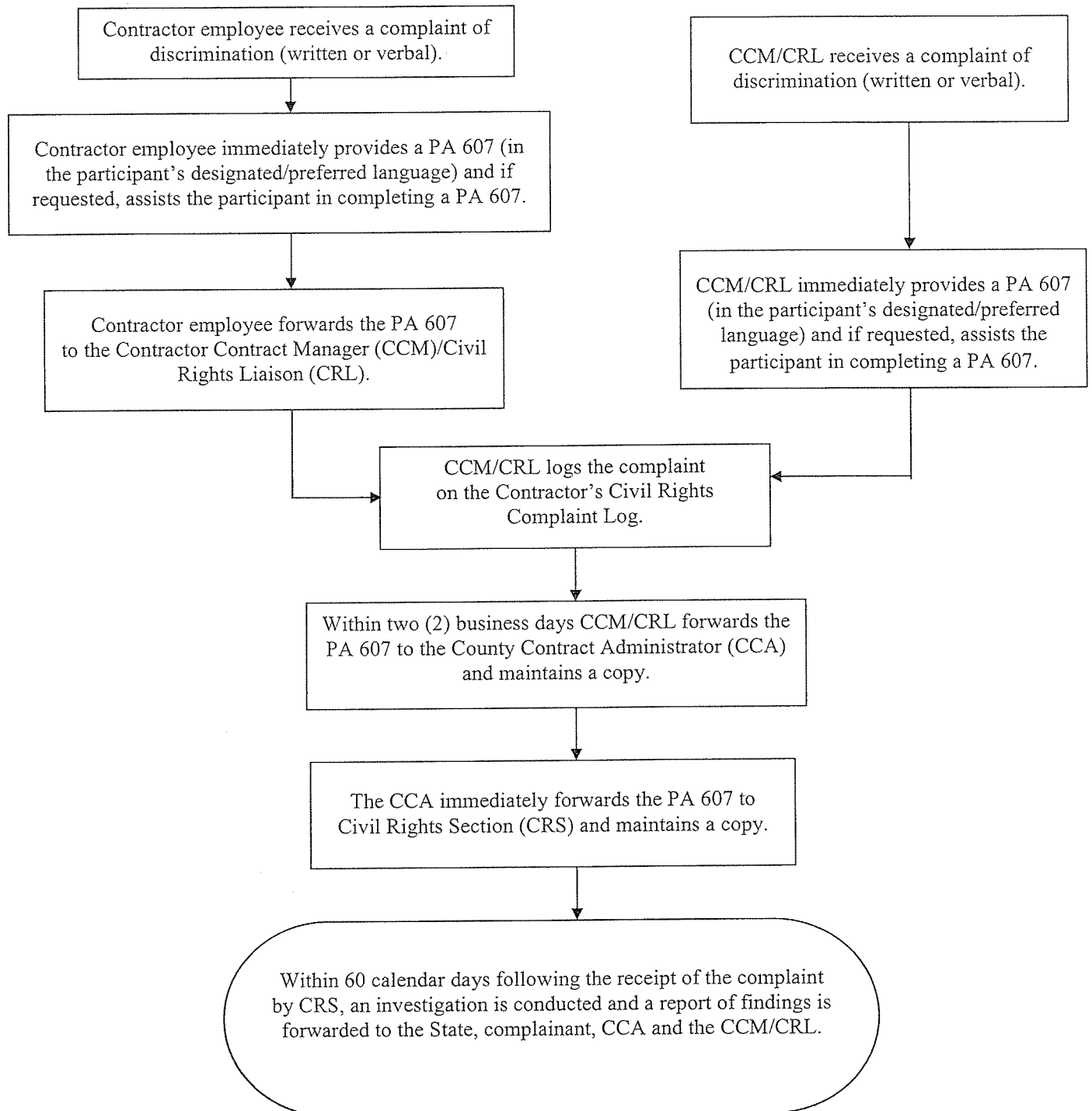
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

July 20, 20 09  
 ROBERT E. SHANNON, City Attorney  
 By   
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**ATTACHMENT M**  
**CIVIL RIGHTS COMPLAINT FLOW CHART**  
**CONTRACTOR PROCESS**

### CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



**ATTACHMENT N**  
**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS**

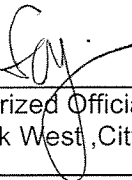


**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS  
RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**

We, Company, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, Company, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Company, agrees to comply with the requirements of the Resolution Agreement and Company understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

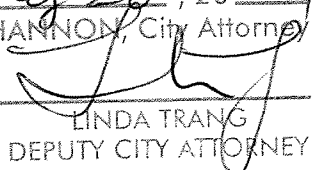
By signing this form we, Company, agree to the aforementioned.

 Assistant City Manager  
\_\_\_\_\_  
Authorized Official's Signature      EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. Date 7-21-09  
Patrick West, City Manager

\_\_\_\_\_  
Authorized Official's Name

333 West Ocean Boulevard Long Beach, ~~90815~~ 90802  
\_\_\_\_\_  
Contractor's Address

APPROVED AS TO FORM

July 20, 2009  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT O**  
**CONTRACTOR'S ADMINISTRATION**

Attachment O

**CONTRACTOR'S NAME:** City of Long Beach, a Municipal Corporation

**CONTRACT NO:** 2009DPSS01

**CONTRACTOR'S PROGRAM MANAGER:**

Name: Susan Price  
Title: Homeless Services Officer  
Address: 2525 Grand Avenue  
          Long Beach, CA 90815  
Telephone: (562) 570-4003  
Facsimile: (562) 570-4066  
E-Mail Address: Susan.Price@longbeach.gov

**CONTRACTOR'S AUTHORIZED OFFICIAL:**

Name: Patrick H. West  
Title: City Manager  
Address: 333 West Ocean Boulevard  
          Long Beach, CA 90802  
Telephone: (562) 570-6916  
Facsimile: (562) 570-7650  
E-Mail Address: Patrick.West@longbeach.gov

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Susan Price  
Title: ~~XXXXXXXXXXXX~~ ~~Executive Director~~ Homeless Services Officer  
Address: 2525 Grand Avenue  
          Long Beach, CA 90815  
Telephone: (562) 570-4003  
Facsimile: (562) 570-4066  
E-Mail Address: Susan.Price@longbeach.gov

**ATTACHMENT O**  
**CONTRACTOR'S ADMINISTRATION**

Attachment O

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Facsimile: (562) 570-4066  
E-Mail Address: Susan.Price@longbeach.gov

**CONTRACTOR'S AUTHORIZED OFFICIAL:**

Name: Patrick H. West  
Title: City Manager  
Address: 333 West Ocean Boulevard  
Long Beach, CA 90802  
Telephone: (562) 570-6916  
Facsimile: (562) 570-7650  
E-Mail Address: Patrick.West@longbeach.gov

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Susan Price  
Title: ~~XXXXXXXXXXXXXXXXXXXX~~ Homeless Services Officer  
Address: 2525 Grand Avenue  
Long Beach, CA 90815  
Telephone: (562) 570-4003  
Facsimile: (562) 570-4066  
E-Mail Address: Susan.Price@longbeach.gov

**ATTACHMENT P**

**LAHSA'S ADMINISTRATION**

**CONTRACT NO. 2009DPSS01**

**LAHSA PROJECT DIRECTOR:**

Name: Daniel Fisher  
Title: Contract Unit Manager  
Address: Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013  
Telephone: (213) 683-3324  
Facsimile: (213) 892-0093  
E-Mail Address: dfishr@lahsa.org

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Karen Hamilton  
Title: Contract Specialist  
Address: Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013  
Telephone: (213) 225-6558  
Facsimile: (213) 622-5338  
E-Mail Address: khamilton@lahsa.org

**ATTACHMENT P**

**LAHSA'S ADMINISTRATION**

**CONTRACT NO. 2009DPSS01**

**LAHSA PROJECT DIRECTOR:**

Name: Daniel Fisher  
Title: Contract Unit Manager  
Address: Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013  
Telephone: (213) 683-3324  
Facsimile: (213) 892-0093  
E-Mail Address: dfishr@lahsa.org

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Karen Hamilton  
Title: Contract Specialist  
Address: Los Angeles Homeless Services Authority  
453 South Spring Street, 12<sup>th</sup> Floor  
Los Angeles, California 90013  
Telephone: (213) 225-6558  
Facsimile: (213) 622-5338  
E-Mail Address: khamilton@lahsa.org

**ATTACHMENT Q**  
**COMPLAINT OF DISCRIMINATORY TREATMENT FORM**

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME :

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURENCE : \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME :  
\_\_\_\_\_  
\_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I WISH TO HAVE THE FOLLOVING CORRECTIVE ACTION TAKEN :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ ADDRESS : \_\_\_\_\_  
(DATE) \_\_\_\_\_

TELEPHONE : \_\_\_\_\_

**ATTACHMENT R**  
**GROUNDS FOR REJECTION**





**GROUND FOR REJECTION**

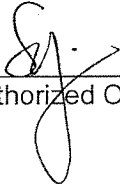
*Los Angeles COUNTY Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

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.

Patrick West, City Manager Authorized Official's Name and Title

  
 \_\_\_\_\_  
 Authorized Official's Signature

**EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.**

7.21.09  
 \_\_\_\_\_  
 Date

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July 20, 2009  
 ROBERT E. SHANNON, City Attorney  
 By \_\_\_\_\_  
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**ATTACHMENT S**

**INTERNAL REVENUE NOTICE 1015**

**Website access:**

**<http://www.irs.gov/pub/irs-pdf/n1015.pdf>**

## IRS NOTICE 1015

(Obtain latest version from IRS website)  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
**Internal Revenue Service**

**Notice 1015**

(Rev. December 2007)

**Have You Told Your Employees About  
 the Earned Income Credit (EIC)?**

---

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

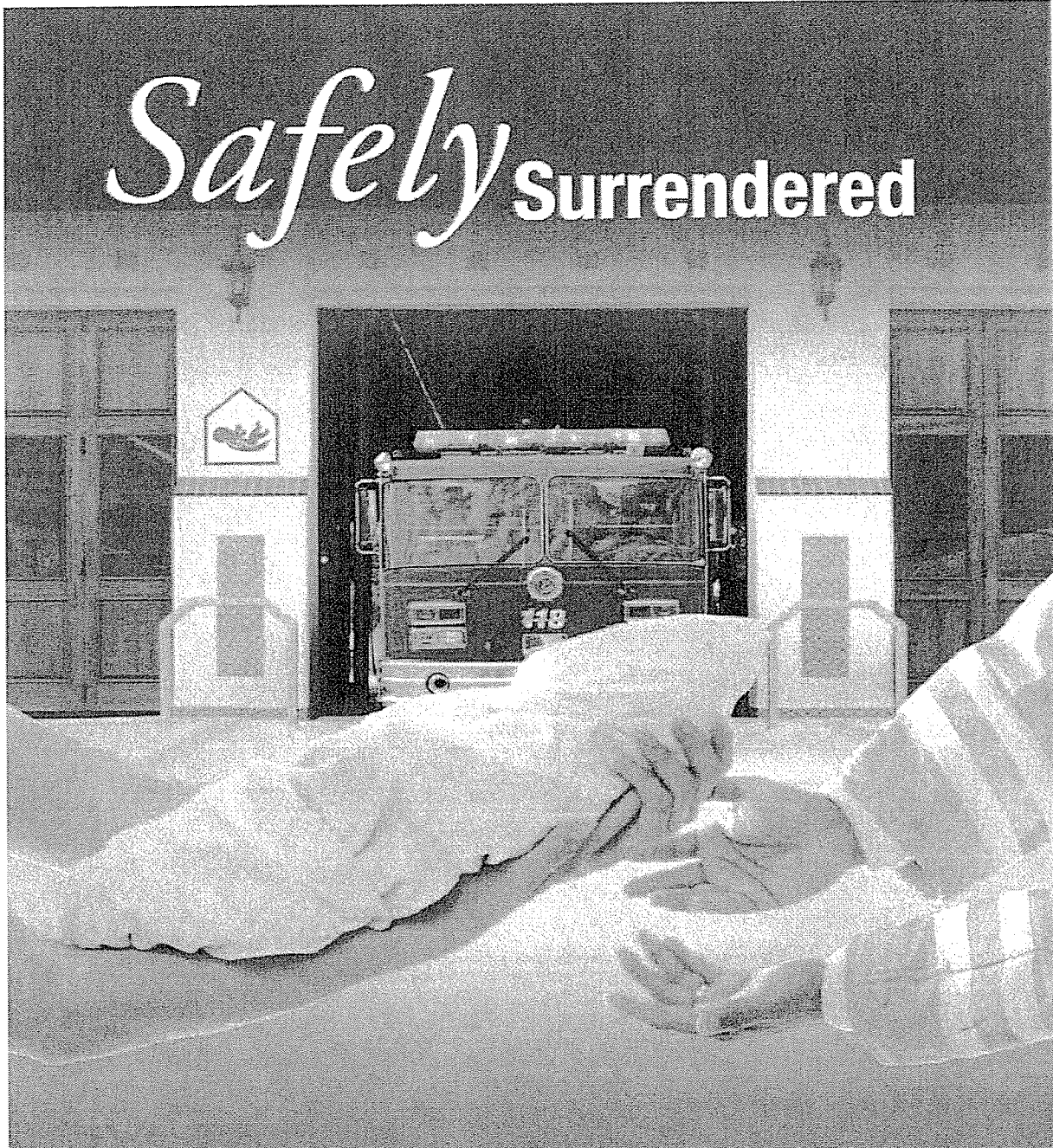
**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**ATTACHMENT T**  
**SAFELY SURRENDERED BABY LAW**




# *Safely* Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeLA.org](http://www.babysafeLA.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

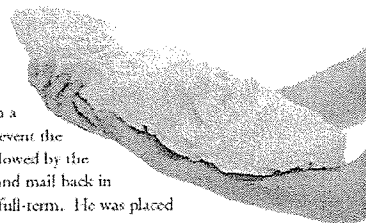
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

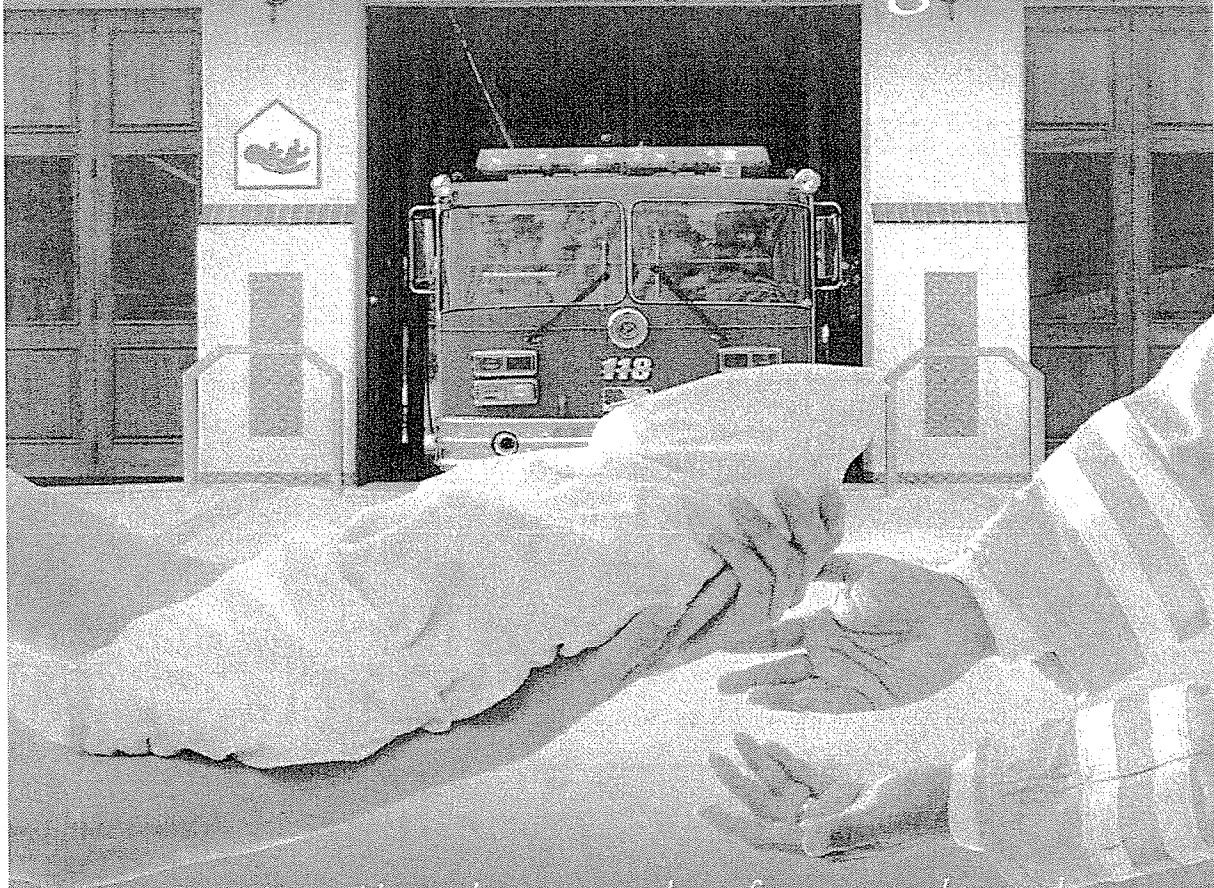
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe2.org](http://www.babysafe2.org)





## Ley de Entrega de Bebés Sin Peligro

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un lugar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

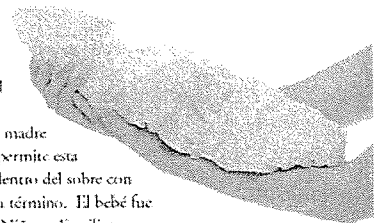
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasará si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ATTACHMENT U**  
**CIVIL RIGHTS TRAINING REPORT**

CIVIL RIGHTS TRAINING REPORT

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Number of staff who attended Civil Rights Training: \_\_\_\_\_

Date of Civil Rights Training: \_\_\_\_\_

Miscellaneous Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT V LAHSA MINIMUM SHELTER STANDARDS

### DEFINITIONS

#### EMERGENCY SHELTER

An Emergency Shelter provides temporary shelter and services that are designed to facilitate the homeless person's transition from sleeping in places not meant for human habitation to appropriate housing. Emergency Shelter is provided free of charge and is provided for fewer than ninety (90) days. Services provided on-site should include, but are not limited to, shelter, meals, case management, benefits advocacy, life skills training, and referrals to other supportive service providers.

#### TRANSITIONAL HOUSING

Transitional Housing is a type of supportive housing used to facilitate the movement of homeless individuals and families to permanent housing or permanent supportive housing. Typically, transitional housing is housing in which homeless persons live from 90 days up to 24 months and receive supportive services that enable them to live more independently. The supportive services may be provided by the organization operating the housing or coordinated by them and provided by other public or private social service agencies. A transitional shelter may charge a rent or Program fee so long as it is clearly described in advance and does not exceed 30% of the clients adjusted gross income.

#### PERMANENT HOUSING

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

### 1. ADMINISTRATION

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

with respect to shelters that charge fees that are clearly described in advance in accordance with uniform procedures that are on record with LAHSA.

- E. Our shelter has space designated for securing all documents in order to ensure client confidentiality.
- F. Our shelter clearly posts the location where grievances can be heard. If off-site, transportation will be provided by the shelter operator.

2. PERSONNEL

- A. Our shelter has trained on-site staff persons (paid or volunteer) to provide a safe environment during all hours the facility is open to the residents.
- B. Our shelter's staff has been trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling and de-escalation skills.
- C. Our shelter has an organized method of selecting and training all volunteers and paid staff. Also, volunteers and paid staff have job descriptions and identifiable lines of authority.
- D. Our shelter has staff whom, to the extent possible, can communicate in the language of our residents.
- E. Our shelter's staff receives on-going training on relevant community resources and social service Programs.
- F. Our shelter's staff shall be identifiable through uniform attire or identification badges.
- G. Our shelter has an organization chart showing the administrative responsibilities of all persons working in the shelter.

3. OPERATIONS

- A. Our shelter allows residents to exercise the following rights:
  - i) the right to religious liberty
  - ii) the right to present complaints and grievances
  - iii) the right to have all records and disclosures maintained according to the written shelter rules regarding confidentiality and privacy
  - iv) the right to review their records and have external disclosures of any personal client information, as governed by the written shelter rules regarding confidentiality and privacy
  - v) the right to be free from restraint or confinement unless the resident poses a danger or threat to others
  - vi) the right to leave and return to the facility at reasonable hours in accordance with the rules of the shelter

- B. Our shelter prohibits possession and the use of weapons, alcohol and illegal drugs on site.
- C. Our shelter shall provide a clean, safe and healthy environment that is consistent with conventional social services and which respects individual needs and human dignity.
- D. Our shelter has written policies for intake procedures and criteria for admitting people to our shelter.
- E. Our shelter provides all residents with, and posts in a conspicuous place, a copy of our house rules and regulations, and a copy of the disciplinary and grievance procedures.
- F. Our shelter keeps a daily office log which documents the activities of each shift, and any unusual or special situations and instructions regarding residents.
- G. Our shelter maintains a daily census, listing residents, employees and volunteers.
- H. Our shelter refers people to the appropriate shelter agency or referral service if we cannot provide shelter or a needed service.
- I. Our shelter does not require residents to perform labor, other than chores directly related to daily living activities within the shelter.
- J. Our shelter allows residents, during their period of stay, to report the shelter address as their legal residence for legal purposes such as receipt of mail, school registration, and voter registration.
- K. Our shelter has, or provides access to, a phone which residents can use within reasonable limits.
- L. If our shelter assists residents in managing their financial affairs, we do not charge for our services.
- M. If our shelter holds funds or possessions on behalf of a resident, those funds or possessions are returned upon demand within 24 hours.
- N. Our shelter takes incoming emergency phone messages for our residents during business hours

4. HEALTH

- A. Our shelter has available, at all times, first aid equipment and supplies for medical emergencies.
- B. Our shelter has at least one staff person on duty that is trained in emergency first aid procedures.
- C. Our shelter has provisions for storing, refrigerating, and retrieving residents' medications.

- D. Our shelter refers residents to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
- E. Our shelter promptly and appropriately responds to medical problems with residents and staff.
- F. Our staff receives regular training and is knowledgeable about common physical and mental health problems of homeless people and how to obtain needed and appropriate services.

5. FOOD SERVICE

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

6. EQUIPMENT AND ENVIRONMENT

- A. Our shelter is clean and complies with all applicable building, safety and health codes.
- B. Our shelter has a heating and ventilation system, and maintains a comfortable temperature.
- C. Our shelter has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works diligently to prevent and eliminate insect and rodent infestations.
- D. Our shelter provides each person with at least a bed (or crib for infants whenever possible), a blanket, and pillow, all of which are clean and in good repair.
- E. Our shelter has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water.
- F. Our shelter provides clients with reasonable access to public transportation.
- G. Our shelter has laundry facilities available to residents, or access to laundry facilities nearby.

- H. Our shelter provides storage for checking in/out residents' personal belongings during the period of shelter.
- I. Our shelter provides towels, soap, and toilet tissues.
- J. Our shelter provides a dining area separate from the sleeping areas.
- K. Our shelter has a sufficient quantity of functionally clean and reasonably private bathing facilities with hot and cold running water.

7. SAFETY

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

8. GRIEVANCES

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

- A. Our shelter has identified an individual to whom all grievances arising between the participants and shelter staff and/or grievances regarding operation of the shelter shall be referred for resolution. This individual is clearly identified to shelter management, staff and participants. The individual is familiar with homeless populations, shelter rules and grievance resolution policies and procedures.
- B. We have a written set of policies and procedures for the resolution of all grievances. These policies and procedures shall be freely available to all participants and staff, copies of which shall be clearly marked and made available to the client at each intake. A summary of the shelter grievance resolution policies and procedures shall be prominently displayed throughout the shelter, including entry and exit points. Our shelter grievance resolution policies and procedures include:
  - i) The name and title of the staff person responsible for grievance resolution and how they are contacted.
  - ii) A procedure for hearing all grievances within 72-hours of a complaint being made, including the gathering of facts and testimony from other participants and staff and issuing a decision on the resolution of the grievance.



- iii) A confidential area where grievances may be heard. We will provide transportation if an off site facility is used for the hearing of grievances.
  - iv) A procedure for referring all unresolved grievances to an outside grievance resolution service within 48-hours of the meeting between the complainant and the staff person responsible for the resolution of grievances.
- C. The name of an outside grievance resolution service. At a minimum, Contractor shall indicate the following cost- free resolution service in its grievance procedures.

Avis Ridley-Thomas  
Dispute Resolution Program  
200 N. Main, County Hall East, 16th Floor  
Los Angeles, CA 90012  
Telephone: (213) 485-8324

- D. A procedure for notifying LAHSA of all unresolved grievances that have been referred to an outside grievance resolution service.
- E. The maintenance of a centralized location for the secure storage of all reports and records of any complaint made, whether or not it was resolved. These records shall be made accessible to LAHSA upon request.

**ATTACHMENT W**  
**AGENCY GRIEVANCE PROCEDURE**



## CITY OF LONG BEACH MULTI-SERVICE CENTER CLIENT GRIEVANCE POLICY

### Client Grievance Process

Multi-Service Center (MSC) services are to be delivered in an environment that facilitates compassionate case management and respects the integrity of each individual served. The MSC administration will assist in addressing concerns when clients feel their rights have been violated, they perceive discrimination, or upon alleged inappropriate treatment by staff. First, all issues are to be discussed directly with the staff/agency providing services before any further action is taken. If a client's concern cannot be resolved by speaking with a representative of that agency, clients are then encouraged to file a written grievance. The grievance will be forwarded to the MSC Coordinator for review and follow up. This process has been developed in order to assist agencies at the MSC with becoming better service providers and to provide a course of action for client's concerns.

### Non-Discrimination In Services

The MSC does not discriminate in the provision of services to anyone and is committed to ensure that no person shall benefit or be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, sexual orientation, or on any other basis inconsistent with federal or state statutes, the City Charter, or City ordinances, resolutions, rules, or regulations.

### Clients Rights

Clients are encouraged to submit a grievance form once first-level resolution has been attempted and if they are not satisfied with the outcome. Client grievances will be addressed by the MSC Coordinator as soon as possible, and within 5 business days. If an acceptable outcome cannot be reached between the client and the MSC Coordinator the grievance will be forwarded to the Homeless Services Coordinator for final resolution. Furthermore, clients are encouraged to participate in the Long Beach Community Action Network (CAN) as a means to having a voice on issues affecting them.

### Grievance Procedure

A formal grievance may be filed by following the procedure outlined below:

1. All grievances should be brought immediately to the attention of your primary Case Manager for first-level resolution.
2. If your Case Manager cannot resolve the grievance you will be referred to the supervisor of that agency.
3. If the result is not to your satisfaction you may then complete a grievance form and submit this to the MSC Coordinator.
4. Assistance with completing the form will be given upon request.
5. You will then meet with the MSC Coordinator to discuss concerns and agreeable outcomes.
6. If you are not willing to pursue the complaint in writing, substantiate any information, or provide necessary details to perform a proper investigation, it may be decided to disregard the complaint at which time you will be notified.



ATTACHMENT X  
~~EXHIBIT X~~

AUTHORIZATION TO EXECUTE CONTRACTS

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Name and Address of Contractor

Contract Number(s)

City of Long Beach, a Municipal Corporation

2009DPSS01

333 West Ocean Boulevard, Long Beach, CA  
~~XXXX~~ 90802

Council  
At the ~~board~~ meeting held on 6/16/09 the Long Beach City Council (City of Long Beach, a Municipal Corporation) ~~Board~~ <sup>minute order</sup> duly adopted a ~~resolution~~ <sup>resolution</sup> authorizing the following individuals to execute contracts, contract amendments, contract addendums and change notices\* on behalf of the ~~corporation~~. This shall be effective until LAHSA is notified of such change in writing. City

NAME

TITLE

SIGNATURE

Patrick H. West

Assistant City Manager  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Chairperson  
(Print Name)

Signature

Date

\*if either is not applicable – strike out

APPROVED AS TO FORM

July 20, 2009  
ROBERT E. SHANNON, City Attorney

By [Signature]  
LINDA TRANG  
DEPUTY CITY ATTORNEY

ATTACHMENT Y

~~EXHIBIT~~

AUTHORIZATION TO SIGN INVOICES

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Name and Address of Contractor:


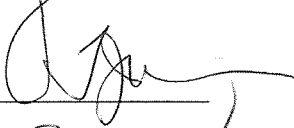
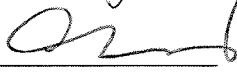

Contract Number(s)

City of Long Beach, a Municipal Corporation

2009DPSS01

333 West Ocean Boulevard, Long Beach, CA  
~~XXXX~~ 90802

The following individuals are authorized to sign invoices for advances and/or reimbursements on behalf of the City of Long Beach. This shall be effective until LAHSA is notified of such change in writing.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Patrick H. West	Assistant City Manager City Manager	 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
Theresa Marino	Manager, Bureau of Public Health	
Erlinda Reveche	Financial Services Officer	
Susan Price	Homeless Services Officer	

Chairperson  
(Print Name)

Signature

Date

APPROVED AS TO FORM

July 20, 20 09  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

EXHIBIT Z

EQUAL BENEFITS ORDINANCE

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, 3<sup>rd</sup> 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.

*(213) 225-6656*

City Dept. Awarding Contract: LAHSA Contact/Phone: Karen Hamilton

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach  
 Company Address: 333 West Ocean Boulevard  
 City: Long Beach State: CA Zip: 90802  
 Contact Person: Susan Price Phone: (562) 570-4003 Fax: (562) 570-4066  
 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: 4,500  
 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	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input 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.
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### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

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#### 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 23rd day of July, in the year 2009, at Long Beach, CA  
(City) (State)

Signature

Michael Johnson  
Name of Signatory (please print)

Bureau Manager  
Title

2525 Grand Avenue

Mailing Address

LongBeach, CA 90815

City, State, Zip Code

[REDACTED]  
Federal ID Number

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> 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.

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**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.

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**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.

(213) 225-6550

City Dept. Awarding Contract: LAHSA Contact/Phone: Karen Hamilton

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach

Company Address: 333 West Ocean Boulevard

City: Long Beach State: CA Zip: 90802

Contact Person: Susan Price Phone: (562) 570-4003 Fax: (562) 570-4066

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: 4,500

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	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input 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:

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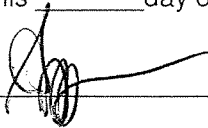
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Name of Signatory (please print)

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