

**30840**

**CONTRACT NUMBER 2008DPSS01**

**BY AND BETWEEN**

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**AND**

**City of Long Beach Department of Health Services**

**FOR**

**THE EMERGENCY SHELTER SERVICES PROGRAM**

**FY 2008-2009**

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## **ATTACHMENT LIST**

ATTACHMENT A - Statement of Work

ATTACHMENT B - CONTRACTOR Budget

ATTACHMENT C - CONTRACTOR Invoice Format

ATTACHMENT D - Monthly Management Report Format

ATTACHMENT E - CONTRACTOR's Equal Employment Opportunity (EEO) Certification

ATTACHMENT F - Civil Rights Resolution Agreement Requirements

ATTACHMENT G - CONTRACTOR Employee Acknowledgement & Confidentiality Agreement

ATTACHMENT H - Grounds For Rejection

ATTACHMENT I - Internal Revenue Notice 1015

ATTACHMENT J - Safely Surrendered Baby Fact Sheet

ATTACHMENT K - Provider Per Diem Rate Structure

ATTACHMENT L – Emergency Shelter Services Transportation Log

ATTACHMENT M - Charitable Contributions Compliance

ATTACHMENT N – Participant Roster – DPSS-LAHSAs Emergency Shelter & Services Program

ATTACHMENT O – Contractor Employee Jury Service Program Certification Form and Application for Exception

ATTACHMENT P – Participant Eligibility Form

ATTACHMENT Q – Daily Attendance Log Sheet

ATTACHMENT R – LAHSA Minimum Shelter Standards

ATTACHMENT S – Equal Benefits Ordinance

ATTACHMENT T – Authority to Execute Contracts

ATTACHMENT U – Authority to Sign Invoices

ATTACHMENT V – Agency Grievance Procedure

ATTACHMENT W – Program Procedure

ATTACHMENT X – LAHSA End of the Month (EOM) Roster

**CONTRACT NUMBER 2008DPSS01 BY AND BETWEEN  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
AND  
City of Long Beach Department of Health Services  
FOR  
EMERGENCY SHELTER SERVICES PROGRAM**

This Contract is made and entered into this 25<sup>th</sup> day of August, 2008 by and between the Los Angeles Homeless Services Authority, hereinafter referred to as LAHSA, and the City of Long Beach Department of Health Services, 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:

**1.0 APPLICABLE DOCUMENTS**

A. Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X are attached to and form a part of this Contract.

B. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- i. ATTACHMENT A - Statement of Work
- ii. ATTACHMENT B - CONTRACTOR Budget
- iii. ATTACHMENT C - CONTRACTOR Invoice Format

- iv. ATTACHMENT D - Monthly Management Report Format
- v. ATTACHMENT E - CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- vi. ATTACHMENT F - Civil Rights Resolution Agreement Requirements
- vii. ATTACHMENT G - CONTRACTOR Employee Acknowledgement & Confidentiality Agreement
- viii. ATTACHMENT H - Grounds For Rejection
- ix. ATTACHMENT I - Internal Revenue Notice 1015
- x. ATTACHMENT J - Safely Surrendered Baby Fact Sheet
- xi. ATTACHMENT K - Provider Per Diem Rate Structure
- xii. ATTACHMENT L – Emergency Shelter Services Transportation Log
- xiii. ATTACHMENT M - Charitable Contributions Compliance
- xiv. ATTACHMENT N – Participant Roster – DPSS-LAHSAs Emergency Shelter Services Program
- xv. ATTACHMENT O – Contractor Employee Jury Service Program Certification Form and Application for Exception
- xvi. ATTACHMENT P – Participant Eligibility Form
- xvii. ATTACHMENT Q – Daily Attendance Log Sheet
- xviii. ATTACHMENT R – LAHSA Minimum Shelter Standards
- xix. ATTACHMENT S – Equal Benefits Ordinance
- xx. ATTACHMENT T – Authority to Execute Contracts
- xxi. ATTACHMENT U – Authority to Sign Invoices
- xxii. ATTACHMENT V – Agency Grievance Procedure
- xxiii. ATTACHMENT W – Program Procedure
- xxiv. ATTACHMENT X – LAHSA End of the Month (EOM) Roster

C. This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8, Terms and Conditions, Subsection 8.7 - Changes and Amendments of Terms, and signed by both parties.

D. This Contract is a subcontract under the terms of a prime contract with the COUNTY. All representations and warranties shall inure to the benefit of COUNTY.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**BOARD OF SUPERVISORS:** The Board of Supervisors is the governing body of the COUNTY.

**BUDGET:** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Attachment B, CONTRACTOR Budget are the following:

**PERSONNEL COSTS** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract) for employees providing direct program services to clients, Supplies, Applicable Taxes and any other personnel costs that are specified in the contract budget and approved by LAHSA.

**NON-PERSONNEL COSTS** – Office supplies, utilities including telephone, eligible client transportation, program reporting, preparation of invoices, and any other non-personnel costs that are specified in the contract budget and approved by LAHSA.

**VOUCHER OR EMERGENCY SHELTER COSTS** – This is the cost per night to provide temporary housing to eligible clients by means of placement in an emergency shelter or issuance of a hotel voucher.

**BUSINESS DAYS:** Business days are Monday through Friday, excluding COUNTY holidays.

**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 Department moves to debar CONTRACTOR from retaining a current Contract or bidding on future Contracts.

**LAHSA CONTRACT SPECIALIST:** The individual designated by LAHSA to administer the Contract operations on a daily basis.

**DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS):** COUNTY department responsible for providing social, financial, and employment services to eligible persons in Los Angeles COUNTY.

**LAHSA BOARD OF COMMISSIONERS:** The LAHSA Board of Commissioners is the governing body of the Los Angeles Homeless Services Authority.

**LAHSA EXECUTIVE DIRECTOR:** The Director of the Los Angeles Homeless Services Authority, or his/her Authorized Representative(s).

**CONTRACTOR OR AGENCY EXECUTIVE DIRECTOR:** The individual designated to receive official notices on behalf of CONTRACTOR.

**FISCAL YEAR (FY):** The twelve (12) month period beginning July 1 and ending the following June 30.

**PROGRAM OR HOMELESS PROGRAM:** The Emergency Shelter Services Program, which involves the provision of emergency shelter and case management services for homeless CalWORKs Welfare-to-Work families.

**PROGRAM CLOSE-OUT** means the participant placement process the CONTRACTOR must undertake in the event that the program will not be continued to ensure that participants currently housed in the program are transitioned to appropriate forms of housing in order to ensure that they do not become homeless as a result of the program closing.

**SUBCONTRACTOR:** An individual or business firm contracted with CONTRACTOR to perform all or part of the work defined in Attachment A, Statement of Work.

### **3.0 SCOPE OF WORK**

Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein and in the Attachment A, Statement of Work.

If 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 CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against LAHSA or the COUNTY.



#### **4.0 TERM OF CONTRACT**

- 4.1 The Contract term shall begin on July 1, 2008, or one day following the LAHSA Board of Commissioners approval, whichever is later, and shall terminate on June 30, 2009, unless sooner terminated or option to extend contract for two additional one-year terms, in whole or in part, as provided in this Contract..

#### **5.0 CONTRACT PAYMENT**

##### **5.1 Maximum Contract Amount**

The maximum amount payable under this Contract shall not exceed one hundred thirty eight thousand, three hundred fifty-two dollars (\$138,352), hereinafter referred to as the maximum contract sum. CONTRACTOR'S total expenses for program administration and direct services shall not exceed \$138,352 as shown in Attachment B, Program Budget.

##### **5.2 Payment Processing**

###### **5.2.1 Emergency Shelter Services**

For the term of this Contract, LAHSA shall reimburse CONTRACTOR's actual costs for Emergency Shelter Services (ESS) at an amount not to exceed one hundred thirty eight thousand, three hundred fifty-two dollars (\$138,352).

5.2.2 CONTRACTOR shall maintain an accounting system that segregates all funding received by funding source. LAHSA funds received and disbursed for the ESS program shall be coded with a designation specific to the ESS program. CONTRACTOR shall provide cash balance reports for LAHSA-ESS funding upon request, which can be reconciled against CONTRACTOR's monthly bank statements.

5.2.3 Any interest earned on ESS funds will be calculated and paid to LAHSA on a quarterly basis. During the closeout process, any interest earned on ESS funds will be calculated and paid to LAHSA no later than July 7<sup>th</sup> of the following fiscal year.

##### **5.3 Invoicing**

5.3.1 Payment to CONTRACTOR will be made monthly in arrears in the amounts specified in this Contract, provided that CONTRACTOR is not in default under any provision of the Contract, as solely determined by LAHSA, and has submitted a complete and accurate invoice with documentation attached supporting the amount of reimbursement requested in the invoice.

5.3.2 CONTRACTOR shall prepare and submit an original invoice, using Attachment C, CONTRACTOR Invoice Format, on a monthly basis at the rate of **\$89.26** per 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

5.3.3 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

5.3.4 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.

5.3.5 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 or additional security for after-hours at Access Centers; parking permits for DPSS staff collocated at Access Centers; and cell phone, van rental and expenses for transporting families from Access Centers.

5.3.6 The final invoice shall be due no later than July 7, 2009. LAHSA shall not be liable for a final invoice received more than twenty (20) calendar days following final invoice due date.

5.3.7 After CONTRACTOR submits its final invoice, including any adjustments for prior months, if LAHSA determines that CONTRACTOR has been underpaid, LAHSA shall pay CONTRACTOR's approved final invoice within fifteen (15) calendar days of receipt of invoice and determination of funds owed to

CONTRACTOR. If LAHSA determines that CONTRACTOR has been overpaid, CONTRACTOR shall pay LAHSA within thirty (30) calendar days of receipt of invoice. If CONTRACTOR does not agree on the amount owed, LAHSA and CONTRACTOR shall meet within ten (10) calendar days and attempt to resolve the disagreement.

5.3.8 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.

5.3.9 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.

5.3.10 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.

#### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

### **6.0 BACKGROUND AND SECURITY INVESTIGATIONS**

6.1 **At any time prior to or during the term of this Contract, LAHSA and COUNTY may require that** all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of LAHSA and the COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. LAHSA and the COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.

- 6.2 LAHSA or COUNTY may request that CONTRACTOR's staff be immediately removed from working on this Contract at any time during the term of the Contract. LAHSA or COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 6.3 LAHSA or COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the LAHSA or COUNTY, or whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of LAHSA or COUNTY.
- 6.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Section 6.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.0 INTENTIONALLY LEFT BLANK**

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under the 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 paragraph, LAHSA consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by LAHSA to any approved delegate or assignee on any claim under the Contract shall be deductible, at LAHSA and the COUNTY's sole discretion, against the claims, which CONTRACTOR may have against LAHSA or the COUNTY.
- 8.1.2 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 and the COUNTY in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without LAHSA and the COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, LAHSA and the COUNTY shall be entitled to pursue the same remedies against

CONTRACTOR's successor as it could pursue in the event of default by original CONTRACTOR.

**8.2 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 or the COUNTY conduct an audit of CONTRACTOR regarding the services provided to LAHSA hereunder, and if such audit finds that LAHSA's dollar liability for such services is less than payments made by LAHSA to CONTRACTOR, then CONTRACTOR agrees that the difference, at LAHSA's discretion, shall be either: 1) repaid forthwith by CONTRACTOR to LAHSA by cash payment, or 2) at LAHSA's option, credited against any future payments due by LAHSA, to CONTRACTOR, whether under this Contract or otherwise. If such audit finds that LAHSA's dollar liability for services provided hereunder is more than payments made by LAHSA to CONTRACTOR, then the difference shall be paid to CONTRACTOR by LAHSA provided that in no event shall LAHSA's maximum obligation for this Contract exceed the funds appropriated by LAHSA and the COUNTY for the purpose of this Contract.

**8.3 AUTHORIZATION WARRANTY**

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

**8.4 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 CONTRACTOR under this Contract shall also be reduced accordingly. LAHSA's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in the Contract.

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

CONTRACTOR hereby acknowledges that LAHSA is 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 be suspended, debarred, ineligible, or excluded from 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.

## **8.6 CHANGES OF ADDRESS**

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

## **8.7 CHANGES AND AMENDMENTS OF TERMS**

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

8.7.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the LAHSA's Director of Contracts and Grants Management or his/her designee and CONTRACTOR's Executive Director or his/her designee. Contractor shall provide LAHSA with the name(s) of said designee prior to contract execution.

8.7.2 For any revision, which materially affects the scope of work or any other term or condition included in this Contract, a negotiated amendment to the Contract shall be executed by the Executive Director of LAHSA and the Executive Director of CONTRACTOR. For purposes of this Contract, a material revision is defined as changes in the services to be performed by CONTRACTOR, and any increase or decrease in the amount of compensation, a significant change, or any other change that requires LAHSA's Board of Commissioner's approval.

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

## **8.8 CHILD/ELDER ABUSE/FRAUD REPORTING**

8.8.1 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 COUNTY's 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.

8.8.2 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. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

8.8.3 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **8.9 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), 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.

## **8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.10.1 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 of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; 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 nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. CONTRACTOR shall sign and adhere to Attachment E, CONTRACTOR's EEO Certification, CONTRACTOR's Nondiscrimination in Services Certification.

8.10.2 In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment F, and as directed by DPSS. CONTRACTOR shall sign and return the Resolution Agreement.

## **8.11 COMPLAINTS**

8.11.1 CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to participant complaints or grievances. Said procedures shall include the following:

- i) CONTRACTOR shall identify an individual to whom all grievances shall be referred for resolution. This individual shall be clearly identified to staff and participants. The individual shall be familiar with the program rules and agency grievance resolution policies and procedures.
- ii) CONTRACTOR shall 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 participant during the screening process.

8.11.2 CONTRACTOR's grievance resolution policies and procedures shall 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 seventy-two (72) hours of a complaint being made, including the gathering of facts.
- iii) A confidential area where grievances may be heard. CONTRACTOR shall 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 forty-eight (48) hours of the meeting between the complainant and the staff person responsible for the resolution of grievances.
- v) The contact information for an outside grievance resolution service. CONTRACTOR shall inform participants that they can make a complaint or file an appeal with DPSS in the event that no resolution is reached regarding the complaint.
- vi) A procedure for notifying LAHSA of all grievances on a monthly basis unless the nature of the complaint requires immediate notification.
- vii) The maintenance of a centralized location for the secure storage of all reports and records of any complaint made, whether or not the complaint was resolved. These records shall be made accessible to LAHSA upon request.

8.11.3 CONTRACTOR shall ensure that all civil rights complaints are promptly investigated in accordance with applicable Federal, State and local laws.

## **8.12 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor shall verify that under the Emergency Shelter Services Program it has 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.



## **8.13 COMPLIANCE WITH LAWS**

8.13.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations
4. Social Security Act
5. Mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24, California Administrative Code)
6. Contracts in excess of \$10,000 require compliance with Section 306 of the Clean Air Act (42 USC 1857 (h))
7. Contracts in excess of \$10,000 require compliance with Clean Water Act (Section 508, 33 USC 1368)
8. Contracts in excess of \$10,000 require compliance with Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Contracts in excess of \$10,000 require 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)

8.13.2 CONTRACTOR shall maintain all licenses required to perform the Contract.

8.13.3 CONTRACTOR shall indemnify and hold LAHSA and COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

## **8.14 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.14.1 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. The

CONTRACTOR Employee Jury Service Program Certification and Application for Exception are attached as Attachment O and incorporated herein by this reference.

#### 8.14.2 **Written Employee Jury Service Policy**

8.14.2.1 Unless CONTRACTOR has demonstrated to LAHSA and 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 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 CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.14.2.2 For purposes of this sub-paragraph, "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: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) 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 LAHSA under this Contract, the SUBCONTRACTOR shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

8.14.2.3 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 LAHSA 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. LAHSA and/or the COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to LAHSA's

and 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.

- 8.14.2.4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, LAHSA may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future LAHSA contracts for a period of time consistent with the seriousness of the breach.

## **8.15 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the *Federal Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless LAHSA and the COUNTY, their agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the *Federal Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which LAHSA and/or the COUNTY may be found jointly or solely liable.

## **8.16 CONFIDENTIALITY**

8.16.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the LAHSA or the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Attachment G.

8.16.2 By State law, including without limitation (*W & I Code, Section 10850 et seq. and 17006*), all of the case records and information pertaining to individuals receiving aid are confidential, and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of LAHSA and the Los Angeles COUNTY Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

8.16.3 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.

8.16.4 Documents for record and retention purposes in accordance with Section 8.16

of this Contract are to be maintained for a period of five (5) years.

**8.17 CONFLICT OF INTEREST**

8.17.1 No LAHSA employee whose position with LAHSA 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 CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in LAHSA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LAHSA's approval or ongoing evaluation of such work.

8.17.2 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. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 subparagraph shall be a material breach of this Contract.

**8.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, 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.

**8.19 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, 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 CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.20 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 M, the COUNTY and LAHSA seek to ensure that all CONTRACTORS, which receive or raise charitable contributions, comply with the California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202).

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

8.21.1 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.

8.21.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting 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).

**8.22 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFETY SURRENDERED BABY LAW**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **8.23 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 8.23.1 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's and the COUNTY's policy to conduct business only with responsible CONTRACTORS.
- 8.23.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY or LAHSA acquires information concerning the performance of CONTRACTOR on this or other Contracts which indicates that CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts CONTRACTOR may have with the COUNTY.
- 8.23.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a Contract with 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 the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern of 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 the COUNTY or any other public entity.
- 8.23.4 If there is evidence that CONTRACTOR may be subject to debarment, LAHSA or the COUNTY will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.23.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. 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 CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and LAHSA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.23.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of 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.

8.23.7 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 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.

8.23.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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 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.

8.23.9 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.

8.23.10 These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.24 QUALITY ASSURANCE PLAN**

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 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 Board of Commissioners. The report will include improvement/corrective action measures taken by LAHSA and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, LAHSA may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.25 COVENANT 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 CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, LAHSA shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

## **8.26 CRIMINAL CLEARANCES**

8.26.1 For the safety and welfare of the children to be served under this Contract, 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.

8.26.2 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 Contract when such information becomes known to CONTRACTOR.

8.26.3 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, morals 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).

## **8.27 DISPUTES**

Any disputes between LAHSA and 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 is not able to resolve the dispute, it shall be resolved by the LAHSA Executive Director or his/her designee, and the LAHSA Executive Director's or his/her designee's decision shall be final.

## **8.28 DISCLOSURE OF INFORMATION / PUBLICITY**

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 CONTRACTOR's need to identify its services and related clients to sustain itself, LAHSA shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and



- During the term of this Contract, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the names of LAHSA or the COUNTY without the prior written consent of the LAHSA Executive Director and/or County's Project Director. LAHSA and the COUNTY shall not unreasonably withhold written consent. In no event shall 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 the prior written consent of LAHSA, indicate in its proposals and sales materials that it has been awarded this Contract with LAHSA, provided that, the requirements of this Subsection 8.28 shall apply.

### **8.29 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.29.1 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

8.29.2 CONTRACTOR shall indemnify, defend and hold LAHSA and the COUNTY harmless from any employer sanctions or other liability which may be assessed against LAHSA, the COUNTY, or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

### **8.30 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.

### **8.31 EMPLOYEE SAFETY**

CONTRACTOR will assure that CONTRACTOR's employees:

8.31.1 Are covered by an effective Injury and Illness Prevention Program.

8.31.2 Receive all required general and specific training on employee safety.

### **8.32 FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for

a period commensurate with the period of impossibility. Notwithstanding the foregoing, LAHSA shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, LAHSA shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

**8.33 GOVERNING LAW AND VENUE**

8.33.1 This Contract shall be governed by and construed in accordance with 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.

8.33.2 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.

**8.34 GOVERNMENT OBSERVATIONS**

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

**8.35 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless LAHSA and the COUNTY, and their Special Districts, 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 CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

**8.36 INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between LAHSA and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between LAHSA and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to LAHSA pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of LAHSA. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Contract.

## **8.37 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of LAHSA and the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LAHSA. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

### **8.37.1 Evidence of Insurance**

Certificate(s) or other evidence of coverage satisfactory to LAHSA shall be delivered to:

**Los Angeles Homeless Services Authority  
453 S. Spring Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013  
Attention: Karen Hamilton, Contract Specialist**

Prior to commencing services under this Contract, such certificates or other evidence shall:

- 8.37.1.1 Specifically identify this Contract;
- 8.37.1.2 Clearly evidence all coverage required in this Contract;
- 8.37.1.3 Contain the express condition that the LAHSA is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 8.37.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding LAHSA and the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 8.37.1.5 Identify any deductibles or self-insured retentions for LAHSA's approval. LAHSA retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the LAHSA, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### **8.37.2 Insurer Financial Ratings**

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

### **8.37.3 Failure to Maintain Coverage**

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LAHSA, shall constitute a material breach of the Contract upon which LAHSA may immediately terminate or suspend this Contract.

LAHSA, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, LAHSA may purchase such required insurance coverage and without further notice to CONTRACTOR, LAHSA may deduct from sums due to CONTRACTOR any premium costs advanced by LAHSA for such insurance.

### **8.37.4 Notification of Incidents, Claims or Suits**

CONTRACTOR shall report to LAHSA :

- 8.37.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or LAHSA. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 8.37.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.37.4.3 Any injury to a CONTRACTOR employee which occurs on LAHSA property. This report shall be submitted on a LAHSA "Non-employee Injury Report."
- 8.37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of LAHSA property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

### **8.37.5 Compensation for LAHSA Costs**

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to LAHSA, CONTRACTOR shall pay full compensation for all costs incurred by LAHSA.

### **8.37.6 Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- 8.37.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

8.37.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. LAHSA retains the right to obtain copies of evidence of SUBCONTRACTOR insurance coverage at any time.

## **8.38 INSURANCE COVERAGE REQUIREMENTS**

### **8.38.1 General Liability**

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

### **8.38.2 Automobile Liability**

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto".

### **8.38.3 Workers' Compensation and Employers' Liability**

Workers' Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

### **8.38.4 Crime Coverage**

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming LAHSA and the County as loss payee.

Employee Dishonesty:	\$50,000
Theft, Disappearance and Destruction:	\$50,000
Burglary and Robbery:	\$50,000

### **8.38.5 Property Damage**

In the event CONTRACTOR rents, leases or is loaned any LAHSA or COUNTY-owned real or personal property, CONTRACTOR shall insure such property in the manners and amounts as follows:

Such insurance shall be endorsed naming LAHSA and the COUNTY of Los Angeles as loss payee, and shall provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of LAHSA or COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of LAHSA or COUNTY-owned or leased property.

### **8.39 LIMITATION OF LAHSA’S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

8.39.1 LAHSA's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

8.39.2 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 and LAHSA.

8.39.3 LAHSA shall immediately notify CONTRACTOR in writing of such non-appropriation at the earliest possible date.

8.39.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of LAHSA, Section 8.56 shall apply.

### **8.40 PROGRAM CLOSE-OUT**

8.40.1 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.

8.40.2 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.

8.40.3 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.

**8.41 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

8.41.1 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.

8.41.2 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:

8.41.2.1 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;

8.41.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

8.41.2.3 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 if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

**8.42 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.42.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or 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, in compliance with all

applicable Federal and State anti-discrimination laws and regulations.

- 8.42.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of 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 the following: 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.
- 8.42.3 CONTRACTOR certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 8.42.4 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 benefit of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.42.5 CONTRACTOR shall allow LAHSA and COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.42 when so requested by LAHSA or the COUNTY.
- 8.42.6 If LAHSA or the COUNTY find that any provisions of this Section 8.42 have been violated, such violation shall constitute a material breach of 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 CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by LAHSA that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.42.7 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, LAHSA shall, at its sole option, be entitled to a sum of five hundred dollars (\$500.00) for each such violation pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of terminating or suspending this Contract.
- 8.42.8 CONTRACTOR shall certify to, and comply with, the provisions of Attachment E – CONTRACTOR's EEO Certification.



## **8.43 NOTICES**

### **8.43.1 Notice of Delays**

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 five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

### **8.43.2 Notice of Meetings**

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by LAHSA and the COUNTY. LAHSA and the COUNTY will give five (5) business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with LAHSA, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and LAHSA.

### **8.43.3 Delivery of Notices**

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.

### **8.43.4 Notices to CONTRACTOR**

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

### **8.43.5 Notices to LAHSA**

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

**Los Angeles Homeless Services Authority  
Attn: Rebecca Isaacs, Executive Director  
453 S. Spring Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90013**

### **8.43.6 Changes of Address**

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

#### **8.43.7 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 CONTRACTOR.

#### **8.44 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **8.45 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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. The fact sheet is set forth in Attachment J, Safely Surrendered Baby Law, and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purpose.

#### **8.46 OWNERSHIP OF DATA/EQUIPMENT**

8.46.1 The COUNTY 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.

8.46.2 COUNTY 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 COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

#### **8.47 PERFORMANCE REQUIREMENTS**

8.47.1 Representatives from LAHSA and/or COUNTY shall monitor CONTRACTOR's performance as stated in the Statement of Work at any time during the term of this Contract. To the extent possible, said representatives shall provide ample written notice to CONTRACTOR for all announced visits.

8.47.2 LAHSA shall issue a monitoring report following the monitoring review. The report shall state whether CONTRACTOR is in compliance or not in compliance. If CONTRACTOR is not in compliance, the report shall specify the problems noted during the review. The report shall also:

- i) Fully and correctly identify the deficiency.

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

8.47.3 If CONTRACTOR fails to take corrective action to cure contract deficiencies within the timeframes stated in the monitoring report, LAHSA may apply the provisions of Section 8.57, TERMINATION FOR CONTRACTOR'S DEFAULT. This Section 8.47 shall not in any manner restrict or limit LAHSA'S right to terminate this Contract for convenience per Section 8.56.

#### **8.48 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from LAHSA or the COUNTY 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 and the COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Section 8.48 shall survive the expiration or other termination of this Contract.

8.48.1 Recognizing that LAHSA and the COUNTY have no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold LAHSA and the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by LAHSA or the COUNTY of trade secrets and proprietary information. LAHSA and the COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by LAHSA and the COUNTY to successfully complete the services under the Contract.

8.48.2 LAHSA and the COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if LAHSA or the COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and LAHSA and COUNTY shall limit reproduction and distribution to the minimum extent consistent with LAHSA's and the COUNTY's need for such information, and, when LAHSA and the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, LAHSA or the COUNTY 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.

#### **8.49 RECORDS**

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to LAHSA. Such records shall be kept in accordance with Section 8.50, Records Retention and Inspection/Audit Settlement, herein below.

#### **8.50 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT**

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that LAHSA and the COUNTY, 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 and the COUNTY reserve 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, all documents and information relating to the certified monitoring reports, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to LAHSA and the COUNTY during the term of this Contract and until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of LAHSA and the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained. 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 LAHSA's and the COUNTY's option, CONTRACTOR shall pay LAHSA and the COUNTY for travel, per diem, and other costs incurred by LAHSA and the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.50.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with LAHSA's Chief Financial Officer and the COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. LAHSA and the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.50.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 8.50 shall constitute a material breach of this Contract upon which LAHSA may terminate or suspend this Contract.

8.50.3 If, at any time during the term of this Contract or within the period of five (5) years from the date of final payment under the Contract, representatives of LAHSA and/or the COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that LAHSA's dollar liability for any such work is less than payments made by LAHSA to

CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to LAHSA by cash payment upon demand or b) at the sole option of LAHSA, deducted from any amounts due to 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 CONTRACTOR, then the difference shall be paid to CONTRACTOR by LAHSA by cash payment, provided that in no event shall LAHSA's maximum obligation for this Contract exceed the funds appropriated by LAHSA or the COUNTY for the purpose of this Contract.

8.50.4 CONTRACTOR agrees that LAHSA, COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to LAHSA or the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years from the date of final payment under the Contract, unless LAHSA's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. LAHSA and the COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

8.50.5 Other required documents to be retained include, but are not limited to:

8.50.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and LAHSA reimbursement check stubs.

8.50.5.2. Confidentiality Agreement: "CONTRACTOR Employee Acknowledgment & Confidentiality Agreement."

8.50.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

8.50.6 LAHSA, the COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of CONTRACTOR's invoices for services provided can be confirmed.

8.50.6.1. All such material shall be maintained by CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, either (1) pay LAHSA and the COUNTY for travel, per diem, and other costs incurred by LAHSA and the COUNTY 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 and the COUNTY.

8.50.6.2. Failure on the part of CONTRACTOR to comply with the provisions of this Section 8.50 shall constitute a material breach of this Contract upon which the LAHSA may terminate or suspend this Contract.

**8.51 RECYCLED BOND PAPER**

Consistent with the Los Angeles COUNTY Board of Supervisors= policy to reduce the amount of solid waste deposited at the COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

**8.52 REMOVAL OF PERSONNEL**

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge personnel. However, any CONTRACTOR employee/worker, at the sole discretion of LAHSA, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the LAHSA Contract Specialist. LAHSA will confirm any oral requests in writing.

**8.53 RULES AND REGULATIONS**

During the time that CONTRACTOR's employees or agents are at LAHSA facilities or off-site work locations, such persons shall be subject to the rules and regulations of LAHSA facilities. It is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

**8.54 SUBCONTRACTING**

8.54.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of LAHSA. This written consent shall be provided by way of amendment executed by LAHSA pursuant to Section 8.7 (Changes and Amendments of Terms). Any attempt by CONTRACTOR to Subcontract any performance of the terms of this Contract without the express written consent of LAHSA shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. LAHSA's determination of whether to approve CONTRACTOR's request to Subcontract shall be completely within the discretion of LAHSA.

8.54.2 Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind LAHSA or the COUNTY. The making of Subcontracts hereunder shall not relieve CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Approval of the provisions of any Subcontract by LAHSA or the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any Subcontract by LAHSA or the COUNTY be construed as affecting any increase in the amount provided for in the Contract. CONTRACTOR's request for approval to enter into a Subcontract shall include:

- 8.54.2.1 A description of the service to be provided by the proposed Subcontractor;
- 8.54.2.2 Identification of the proposed Subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
- 8.54.2.3 An indication of whether the proposed Subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
- 8.54.2.4 A resume of the potential Subcontractor's background and experience.

8.54.3 In the event that LAHSA should consent to Subcontracting, CONTRACTOR shall include, in all Subcontracts, the following provision: *"This Contract is a Subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

8.54.4 When required by State regulations, Subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.21, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to LAHSA under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles COUNTY Child Support Services Department (CSSD) shall be grounds upon which LAHSA may terminate this Contract pursuant to Section 8.57, Termination for Default of the CONTRACTOR.

**8.56 TERMINATION FOR CONVENIENCE OF LAHSA**

8.56.1 Performance of services under this Contract may be terminated in whole or in part by LAHSA, when such action is deemed by LAHSA to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify 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.

8.56.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, LAHSA may immediately terminate this Contract upon written notice to CONTRACTOR.

8.56.3 After receipt of the Notice of Termination and except as otherwise directed by the LAHSA, CONTRACTOR shall:

8.56.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

8.56.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.56.4 After receipt of a Notice of Termination, CONTRACTOR shall submit to LAHSA, in the form and with the certifications as may be prescribed by LAHSA, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, LAHSA may determine, on the basis of information available to LAHSA, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, LAHSA shall pay CONTRACTOR the amount so determined.

8.56.5 Upon termination of this Contract, CONTRACTOR shall deliver to LAHSA all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

8.56.6 Upon termination of this Contract, CONTRACTOR shall comply with the provisions of Section 8.50, Records Retention and Inspection, herein above.

## **8.57 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

8.57.1 LAHSA may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of LAHSA,:

- 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 the LAHSA may authorize in writing) after receipt of written notice from LAHSA specifying such failure.



- 8.57.2 In the event that LAHSA terminates this Contract in whole or in part as provided in Subsection 8.57.1, LAHSA may procure, upon such terms and in such manner as LAHSA may deem appropriate, goods and services similar to those so terminated. 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. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.
- 8.57.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 8.57.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of 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 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, 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 CONTRACTOR to meet the required performance schedule. As used in this Subsection 8.57.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.57.4 If, after LAHSA has given notice of termination under the provisions of this Subsection 8.57, it is determined by LAHSA that CONTRACTOR was not in default under the provisions of this Section 8.57, or that the default was excusable under the provisions of Subsection 8.57.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.56 - Termination for Convenience.
- 8.57.5 In the event that LAHSA terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 8.57.1, CONTRACTOR and LAHSA agree that LAHSA will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, LAHSA's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and LAHSA agree that LAHSA shall, at its sole option and in lieu of the provisions of Subsection 8.57.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to LAHSA for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to LAHSA by cash payment upon demand or, at the sole discretion of the LAHSA, or designee, deducted from any amounts due to CONTRACTOR by LAHSA, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which LAHSA is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.35 - Indemnification.

8.57.6 The rights and remedies of LAHSA provided in this Section 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.58 TERMINATION FOR IMPROPER CONSIDERATION**

8.58.1 LAHSA may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any LAHSA officer, employee, or agent with the intent of securing this 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 CONTRACTOR's performance pursuant to 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.

8.58.2 CONTRACTOR shall immediately report any attempt by a LAHSA officer or employee to solicit such improper consideration. The report shall be made either to the LAHSA manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

#### **8.59 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

8.59.1 LAHSA's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State, COUNTY, and LAHSA's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the LAHSA Board of Commissioners, the Board of Supervisors, or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

8.59.2 LAHSA shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

#### **8.60 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the

part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which LAHSA may, in its sole discretion, immediately terminate or suspend this Contract.

#### **8.61 EQUAL BENEFITS ORDINANCE**

8.61.1 Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.

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

“During the performance of a Contract with the City of Los Angeles, CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650.”

8.61.3 The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by CONTRACTOR.

8.61.4 If CONTRACTOR fails to comply with the EBO, then LAHSA may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the City of Los Angeles. The City of Los Angeles may also pursue any and all other remedies at law or in equity for any breach.

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

8.61.6 If the City Administrative officer determines that CONTRACTOR has set up or used its Contracting entity for the purpose of evading the intent of the EBO, LAHSA may terminate this Contract on behalf of the City of Los Angeles. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

#### **8.62 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to LAHSA as stipulated in this Contract, as is the timely conveyance of reporting deliverables to LAHSA, as also stipulated in this Contract.

**8.63 VALIDITY**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

**8.64 VERBAL DISCUSSIONS**

The Agency Executive Director, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to LAHSA's verbal inquiries within twenty-four (24) hours.

**8.65 WAIVER**

No waiver of a breach of any provision of this Contract by LAHSA will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of LAHSA to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

**8.66 WARRANTY**

CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from LAHSA, correct any and all defects, deficiencies, errors or omissions in services rendered to LAHSA. The correction of such defects, deficiencies, errors or omissions shall be at no cost to LAHSA.

**8.67 TERMINATION FOR INSOLVENCY**

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

- Insolvency of the CONTRACTOR. 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 CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for CONTRACTOR; or

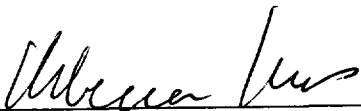
- The execution by CONTRACTOR of a general assignment for the benefit of creditors.


8.67.2 The rights and remedies of LAHSA provided in this Sub-paragraph 8.67 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

IN WITNESS WHEREOF, the LAHSA Board of Commissioners and CONTRACTOR have caused this Contract to be signed by its duly authorized officer(s), on this 25<sup>th</sup> day of August, 2008.

Los Angeles Homeless Services Authority

City of Long Beach Department of Health Services

By   
Rebecca Isaacs, Executive Director

Assistant City Manager  
By   
Patrick West, City Manager **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

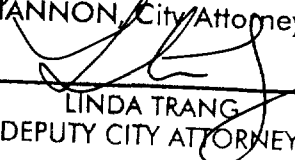
  
Tax Identification Number

ATTEST: By \_\_\_\_\_  
Name & Title of Agency Staff Member

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Katherine M. Fesler  
Deputy County Counsel

APPROVED AS TO FORM  
August 25, 2008  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

***ATTACHMENT A***

***STATEMENT OF WORK***

**STATEMENT OF WORK  
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2.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK	
2.1 CONTRACTOR.....	52
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ATTACHMENT A

STATEMENT OF WORK  
EMERGENCY SHELTER SERVICES  
For the Period of July 1, 2008 to June 30, 2009

1.0 GENERAL

1.1. SCOPE OF WORK

**Emergency Shelter Services**

CONTRACTOR shall provide 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.

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 Emergency Shelter Services program.

2.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK

2.1 CONTRACTOR

2.1.1 Funds under this program may be used to provide emergency shelter for the target population at the rate of **\$89.26** per family per night.

2.1.2 Participant eligibility

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

2.1.2.2 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:  
a. is receiving or has exhausted the time limit for CalWORKs cash assistance, **and**

- b. is either employed or enrolled in the CalWORKs Greater Avenues for Independence (GAIN) Program.
- c. 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.

2.1.3 Funds provided under this program shall be used for emergency shelter/emergency hotel/motel vouchers for an average of 5 families per day.

2.1.4 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.

2.1.5 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.

2.1.6 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.

2.1.7 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.

2.1.8 CONTRACTOR shall provide transportation for the families enrolled in the program if the family is not currently receiving these services through the GAIN Program.

2.1.8.1 For families transported, CONTRACTOR shall have the adult family member complete and sign Attachment L, Emergency Shelter Services Transportation Log. CONTRACTOR shall attach the log to the MMR.

2.1.9 Program Procedures

2.1.9 Program Procedures

CONTRACTOR shall follow the program procedures indicated in Attachment M attached hereto.

2.2 Performance Measures

2.2.1 50% of participants will be placed in transitional or permanent housing.

2.2.2 80% of participants placed in transitional or permanent housing will remain housed for at least six months.

**3.0 REPORTING TO LAHSA**

3.1 Monthly Management Report (MMR)

CONTRACTOR shall submit a MMR, Attachment D report, to LAHSA by the seventh (7<sup>th</sup>) calendar day of the month following the month of service. The report shall include: all required information as specified in Attachment D (Monthly Management Report format), and all additional documentation/forms as specified in Contract Payment Section 5.0, subsection 5.3.3. The MMR should be included with the submission of the invoice as noted in Contract Payment, Section 5.0, subsection 5.3.2.

3.1.1 CONTRACTOR shall submit to LAHSA the Participant Roster- DPSS/LAHSA Emergency Shelter Services Program, Attachment N, a monthly report containing the following information: a) case name; b) case number; c) date of entry into the program; f) reason for leaving; g) name of the DPSS Homeless Case Manager; h) destination type after exiting the program (i.e., transitional housing, permanent housing, moved with friend/relative, unknown, etc.); and i) reason CONTRACTOR was not able to place family into transitional or permanent housing. The report is due on the seventh (7<sup>th</sup>) calendar day of each month for the previous month.

3.2 Monthly Complaint Log

CONTRACTOR shall submit its Monthly Complaint Log, ATTACHMENT D, page 3, to LAHSA 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 noted in MMR paragraph 3.1 above.

3.3 Ad Hoc Reports

At various times, LAHSA may request data or other information from CONTRACTOR on an ad hoc basis, as needed by LAHSA, DPSS, 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.

**ATTACHMENT B**

**CONTRACTOR BUDGET**

ATTACHMENT B.1 - PROGRAM BUDGET 7/1/08 through 6/30/09

Contractor: The City of Long Beach		Contract Number: 2008DPSS01
COST CATEGORIES		7/1/08 - 6/30/2009
<b>PERSONNEL COSTS</b>		
Salaries		41,222.50
Benefits		8,244.50
<b>TOTAL PERSONNEL COSTS</b>		<b>\$ 49,467.00</b>
<b>NON-PERSONNEL COSTS</b>		
Vouchers @ \$62 per night x 5 families X 286		88,660.00
Office supplies		225.00
<b>TOTAL OPERATIONS</b>		<b>\$ 88,885.00</b>
<b>GRAND TOTAL</b>		<b>\$ 138,352.00</b>
Cost Per Unit (do not type in this field)		\$ 89.26



Contractor: City of Long Beach		PER DIEM RATE CALCULATION		
Contract #: 2008DPSS08				
			Daily Rate per Family	Per Diem Rate Structure
Contract Amount =	\$ 138,352.00	Percentage per Category	\$ 89.26	
Voucher Amt =	\$ 88,660.00	64.08%	Voucher Cost =	\$ 57.20
Staff/Case Management Cost =	\$ 49,467.00	35.75%	Staff/Case Mgmt Cost =	\$ 31.91
Non-Personnel/Operating Cost =	\$ 225.00	0.16%	Non-Personnel/Operating Cost =	\$ 0.15
				\$ 89.26

**ATTACHMENT C**

**CONTRACTOR INVOICE FORMAT**





Sl. No.	Name of the person	Address	Occupation	Income	Remarks
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## **ATTACHMENT D**

### **MONTHLY REPORT FORMAT**

**ATTACHMENT D  
MONTHLY MANAGEMENT REPORT**

\_\_\_\_\_  
**Report Month/Year**

**CONTRACTOR: City of Long Beach Department of Health Services  
2008DPSS01**

**Contract Number:**

<b>I. Emergency Shelter</b>		
1.	Number of <b>Unduplicated</b> CalWORKs (CW) families who were screened for program eligibility this month.	1
2.	Number of <b>Unduplicated</b> CW families who entered emergency shelter this month	2.
3.	Number of All CW families who received emergency shelter this month.	3.
4.	Number of nights families in 3 above received emergency shelter	4.
5.	Type of shelter received: a. Emergency Shelter Facility b. Hotel/Motel Voucher c. <b>Total</b> (should be the same number as Item 3.)	5. a. _____ b. _____ c. _____

<b>II TRANSPORTATION</b>		
1	Number of CW families receiving transportation services	1.

<b>III FAMILIES PLACED BY PROVIDERS</b>		<b>This Month</b>	<b>YTD</b>
1	<b>Unduplicated Number</b> of families placed into transitional housing.		
2	<b>Unduplicated Number</b> of families placed into permanent housing		
3	<b>Unduplicated Number</b> of families who left without placement.		
<b>4 Long Term Housing Retention</b>		<b>This Month</b>	<b>YTD</b>
5	<b>Unduplicated Number</b> of families that remained in transitional housing for six months.		
6	<b>Unduplicated Number</b> of families that remained in permanent housing for six months.		





**EMERGENCY SHELTER SERVICES MONTHLY COMPLAINT LOG**

REPORTING AGENCY: City of Long Beach Department of Health Services

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: CONTRACTOR to attach a copy of this log to the Monthly Management Report

**ATTACHMENT E**  
**CONTRACTOR'S EEO CERTIFICATION**  
**AND**  
**CONTRACTOR'S NONDISCRIMINATION IN SERVICES**  
**CERTIFICATION**



**CONTRACTOR'S EEO CERTIFICATION**

City of Long Beach Department of Health Services

CONTRACTOR's Name

2525 Grand Avenue, Long Beach, CA 90815

Address



Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, 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, color, 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.

**BIDDER'S/OFFEROR'S CERTIFICATION**

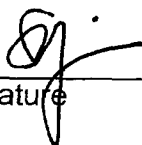
(circle one)

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

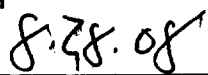
Mr. Patrick West

City Manager

Assistant City Manager

  
Signature

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

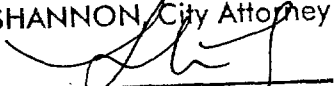


Date

APPROVED AS TO FORM

August 25, 2008  
ROBERT E. SHANNON, City Attorney

By

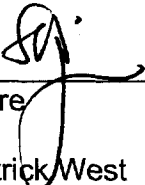
  
LINDA TRANG  
DEPUTY CITY ATTORNEY

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

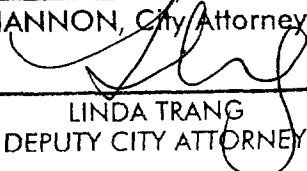
CONTRACTOR agrees to comply with the Civil Rights Resolution Agreement the COUNTY of Los Angeles, Department of Public Social Services (DPSS) has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. LAHSA, also agrees to comply with the following Civil Rights 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; Americans 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 nondiscriminatory.

CONTRACTOR agrees to comply with the provisions and requirements set forth in the Resolution Agreement aforementioned. Further, CONTRACTOR 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, CONTRACTOR, agree to the aforementioned.

  
\_\_\_\_\_  
Signature  
Assistant City Manager  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**  
Mr.. Patrick West  
City of Long Beach Department of Health Services  
2525 Grand Avenue, Long Beach, CA 90815

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM  
August 25 20 08  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**CONTRACTOR'S EEO CERTIFICATION**

City of Long Beach Department of Health Services  
CONTRACTOR's Name

2525 Grand Avenue, Long Beach, CA 90815  
Address

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, 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, color, 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.

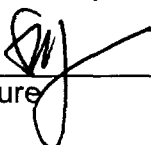
**BIDDER'S/OFFEROR'S CERTIFICATION**

(circle one)

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

Mr. Patrick West  
City Manager

Assistant City Manager

Signature  EXECUTED PURSUANT TO SECTION 501 OF THE CITY CHARTER. Date 8.28.08

APPROVED AS TO FORM

August 25, 2008  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

## **ATTACHMENT F**

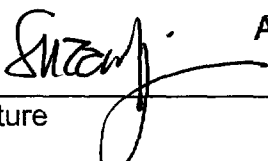
# **CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS**

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

CONTRACTOR agrees 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. LAHSA, also agrees 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; Americans 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 nondiscriminatory.

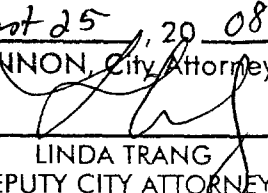
CONTRACTOR agrees to comply with the provisions and requirements set forth in the Resolution Agreement aforementioned. Further, CONTRACTOR understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices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

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

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

8.28.08  
Date

Mr.. Patrick West  
City of Long Beach Department of Health Services  
2525 Grand Avenue, Long Beach, CA 90815

APPROVED AS TO FORM  
August 25, 20 08  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT G**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

The Los Angeles Homeless Services Authority (LAHSA) has entered into a contract with the County of Los Angeles (County) to provide various services. Your employer, City of Long Beach Department of Health Services, has entered into a Contract with LAHSA to provide services funded by the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### ACKNOWLEDGMENT OF EMPLOYER

- *I understand that City of Long Beach Department of Health Services is my sole employer for purposes of this employment.*
- *I rely exclusively upon City of Long Beach Department of Health Services for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County or LAHSA for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles or LAHSA during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer City of Long Beach Department of Health Services and the County of Los Angeles or LAHSA.*

  *CF*   (Initial and date) *B.28.08*

### CONFIDENTIALITY AGREEMENT

As an employee of City of Long Beach Department of Health Services, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by City of Long Beach Department of Health Services for the County and LAHSA.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between City of Long Beach Department of Health Services and LAHSA (funded by the County of Los Angeles).*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with City of Long Beach Department of Health Services or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles and/or LAHSA will seek all possible legal redress.*

EF 8.28.08 (Initial and Date)

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC SOCIAL SERVICE (DPSS).**

These are some of the programs that are administered by DPSS:

- § California Work Opportunity and Responsibility for Kids (CalWORKs)
- § Los Angeles COUNTY General Relief Program (GR)
- § California Medi-Cal Program (Medi-Cal)
- § Food Stamps Program (FS)
- § Social Services to Adults, Children, and Families
- § Supervision of Children Placed in Foster Care
- § Cuban/Haitian Entrant Program (CHEP)
- § Refugee Resettlement Program (RRP)
- § Special Circumstances (SC)
- § Repatriate Program (Repat)



**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER City of Long Beach Department of Health Services, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen Contractor's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: SM Assistant City Manager  
(CONTRACTOR Employee's Signature)

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

Date: 8.28.08

Name: Patrick H. West  
(Please Print CONTRACTOR Employee's Name)

Working Title: City Manager

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

APPROVED AS TO FORM

August 25, 20 08  
ROBERT E. SHANNON, City Attorney

By [Signature]  
LINDA TRANG  
DEPUTY CITY ATTORNEY

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

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- *I understand that City of Long Beach Department of Health Services is my sole employer for purposes of this employment.*
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SF 8/28/18 (Initial and date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
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(Continued)**

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SP 8/28/08 (Initial and Date)

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC SOCIAL SERVICE (DPSS).**

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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Name: [Signature] Assistant City Manager  
(CONTRACTOR Employee's Signature) EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
Date: 8.28.08

Name: Patrick H. West  
(Please Print CONTRACTOR Employee's Name)

Working Title: City Manager

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

APPROVED AS TO FORM

August 25, 20 08  
ROBERT E. SHANNON, City Attorney

By [Signature]  
LINDA TRANG  
DEPUTY CITY ATTORNEY

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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 9/3/08 (Initial and date)

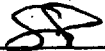
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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

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 9/3/08 (Initial and Date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

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Name:   
(CONTRACTOR Employee's Signature)

Date: SEPTEMBER 3, 2008

Name: SUSAN PRICE  
(Please Print CONTRACTOR Employee's Name)

Working Title: HOMELESS SERVICES OFFICER

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

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SD 9/3/08 (Initial and date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
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(Continued)**

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SP 9/30/08 (Initial and Date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

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Name:   
(CONTRACTOR Employee's Signature)

Date: SEPTEMBER 3, 2008

Name: SUSAN PRICE  
(Please Print CONTRACTOR Employee's Name)

Working Title: HOMELESS SERVICES OFFICER

Original: CONTRACTOR  
Copy: CONTRACTOR Employee


## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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 8/20/08 (Initial and date)


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 8/20/08 (Initial and Date)

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Name:   
(CONTRACTOR Employee's Signature)

Date: 8/20/08

Name: Elsa Ramos  
(Please Print CONTRACTOR Employee's Name)

Working Title: Multi-Service Center Coordinator

Original: CONTRACTOR  
Copy: CONTRACTOR Employee


## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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 8/20/08 (Initial and date)

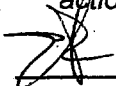
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Name:   
(CONTRACTOR Employee's Signature)

Date: 8/20/08

Name: Elsa Ramos  
(Please Print CONTRACTOR Employee's Name)

Working Title: Multi-Service Center Coordinator

Original: CONTRACTOR  
Copy: CONTRACTOR Employee



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WMP 8/20/08 (Initial and Date)

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC SOCIAL SERVICE (DPSS).**

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles COUNTY General Relief Program (GR)
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- \$ Food Stamps Program (FS)
- \$ Social Services to Adults, Children, and Families
- \$ Supervision of Children Placed in Foster Care
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

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### ACKNOWLEDGMENT OF EMPLOYER

- *I understand that City of Long Beach Department of Health Services is my sole employer for purposes of this employment.*
- *I rely exclusively upon City of Long Beach Department of Health Services for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County or LAHSA for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles or LAHSA during the period of this employment.*
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MP 8/20/08  
(Initial and date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER City of Long Beach Department of Health Services, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen Contractor's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: [Signature]  
(CONTRACTOR Employee's Signature)

Date: 8/20/08

Name: Mary Jo Foresta  
(Please Print CONTRACTOR Employee's Name)


Working Title: CASE MANAGER

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between City of Long Beach Department of Health Services and LAHSA (funded by the County of Los Angeles).
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with City of Long Beach Department of Health Services or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles and/or LAHSA will seek all possible legal redress.

 8/20/08 (Initial and Date)

**CONFLICT OF INTEREST POLICY**

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- § Special Circumstances (SC)
- § Repatriate Program (Repat)

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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MP (Initial and date) 8/20/08

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

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Name:   
(CONTRACTOR Employee's Signature)

Date: 8/20/08

Name: MARY-JO FOVESTA  
(Please Print CONTRACTOR Employee's Name)

Working Title: CASE MANAGER

Original: CONTRACTOR  
Copy: CONTRACTOR Employee


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 8.20.08 (Initial and date)


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 6.20.08

**(Initial and Date)**

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Name: *C. Santos*  
(CONTRACTOR Employee's Signature)

Date: AUGUST 20, 2008

Name: CHRISTINA SANTOS  
(Please Print CONTRACTOR Employee's Name)

Working Title: CONTRACT & GRANTS ASSISTANT

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

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CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

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Name: CSA  
(CONTRACTOR Employee's Signature)

Date: AUGUST 20, 2008

Name: CHRISTINA SANTOS  
(Please Print CONTRACTOR Employee's Name)

Working Title: CONTRACTS & GRANTS ASSISTANT

Original: CONTRACTOR  
Copy: CONTRACTOR Employee

## **ATTACHMENT H**

### **GROUND FOR REJECTION**

**GROUNDS FOR REJECTION**

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


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

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

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

Patrick West, City Manager

Assistant City Manager

  
Signature

**EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.**

8.28.08  
Date

APPROVED AS TO FORM

August 25, 20 08  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**GROUND S FOR REJECTION**

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

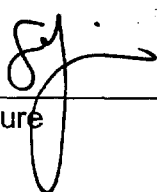
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- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions 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
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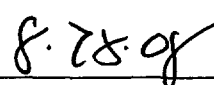
CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Patrick West, City Manager

Assistant City Manager

Signature 

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

  
Date

APPROVED AS TO FORM

August 28, 2008  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT I**  
**INTERNAL REVENUE NOTICE 1015**

**Website access:**

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





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2006)

### 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 2006 are less than \$38,348 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, 2007.

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 2006 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 2006 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 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

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

Eligible employees who expect to have a qualifying child for 2007 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.

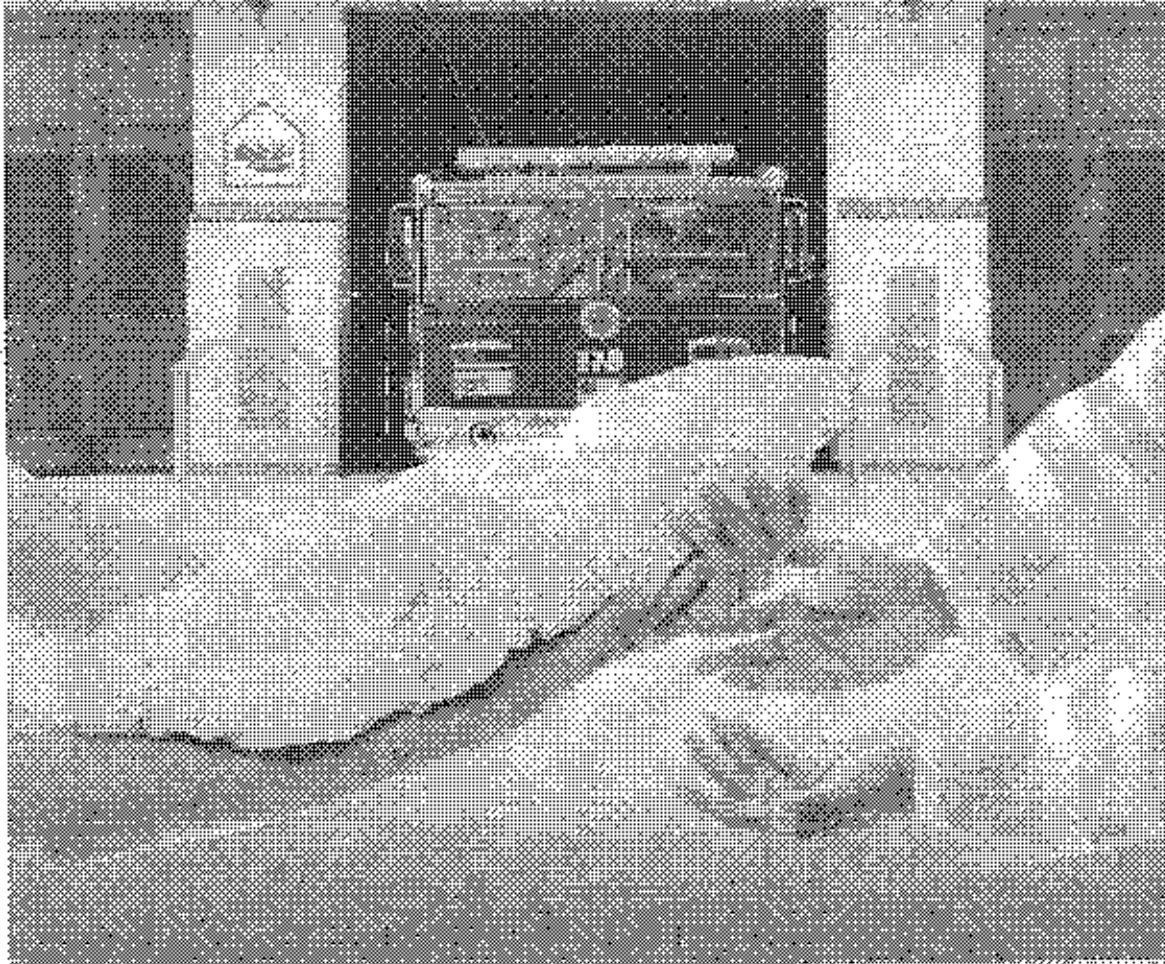
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Notice 1015 (Rev. 12-2006)  
Cat. No. 205991



**ATTACHMENT J**  
**SAFELY SURRENDERED BABY FACT SHEET**

# *Safely* Surrendered



At [www.peggy.com](http://www.peggy.com), we have a variety of baby furniture and accessories to help you create a safe and healthy environment for your little one.



# Safety surrendererai

**Keamanan** dalam menghadapi ancaman terorisme di Indonesia, khususnya di Jakarta, memerlukan langkah-langkah yang komprehensif. Pemerintah, masyarakat, dan sektor swasta harus bekerja sama untuk meningkatkan kesadaran akan ancaman ini. Langkah-langkah yang dapat diambil antara lain:

- 1. Meningkatkan kewaspadaan masyarakat.
- 2. Melakukan latihan evakuasi.
- 3. Menjaga keamanan lingkungan.
- 4. Meningkatkan pengamanan gedung-gedung publik.
- 5. Meningkatkan pengamanan transportasi publik.
- 6. Meningkatkan pengamanan acara-acara massal.
- 7. Meningkatkan pengamanan lokasi-lokasi strategis.
- 8. Meningkatkan pengamanan lokasi-lokasi sensitif.
- 9. Meningkatkan pengamanan lokasi-lokasi vital.
- 10. Meningkatkan pengamanan lokasi-lokasi kritis.

Dalam upaya ini, diperlukan sinergi antara semua pihak yang terkait. Dengan demikian, ancaman terorisme dapat diminimalisir dan keselamatan masyarakat dapat terjaga.

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- 3. Menjaga keamanan lingkungan.
- 4. Meningkatkan pengamanan gedung-gedung publik.
- 5. Meningkatkan pengamanan transportasi publik.
- 6. Meningkatkan pengamanan acara-acara massal.
- 7. Meningkatkan pengamanan lokasi-lokasi strategis.
- 8. Meningkatkan pengamanan lokasi-lokasi sensitif.
- 9. Meningkatkan pengamanan lokasi-lokasi vital.
- 10. Meningkatkan pengamanan lokasi-lokasi kritis.

**Dalam upaya ini, diperlukan sinergi antara semua pihak yang terkait.** Dengan demikian, ancaman terorisme dapat diminimalisir dan keselamatan masyarakat dapat terjaga.

**Keamanan dalam menghadapi ancaman terorisme di Indonesia, khususnya di Jakarta, memerlukan langkah-langkah yang komprehensif.** Pemerintah, masyarakat, dan sektor swasta harus bekerja sama untuk meningkatkan kesadaran akan ancaman ini.

**Keamanan dalam menghadapi ancaman terorisme di Indonesia, khususnya di Jakarta, memerlukan langkah-langkah yang komprehensif.** Pemerintah, masyarakat, dan sektor swasta harus bekerja sama untuk meningkatkan kesadaran akan ancaman ini.

**Langkah-langkah yang dapat diambil antara lain:**

- 1. Meningkatkan kewaspadaan masyarakat.
- 2. Melakukan latihan evakuasi.
- 3. Menjaga keamanan lingkungan.
- 4. Meningkatkan pengamanan gedung-gedung publik.
- 5. Meningkatkan pengamanan transportasi publik.
- 6. Meningkatkan pengamanan acara-acara massal.
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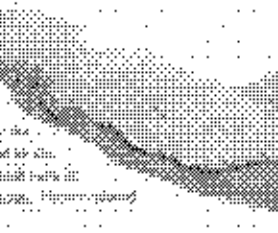
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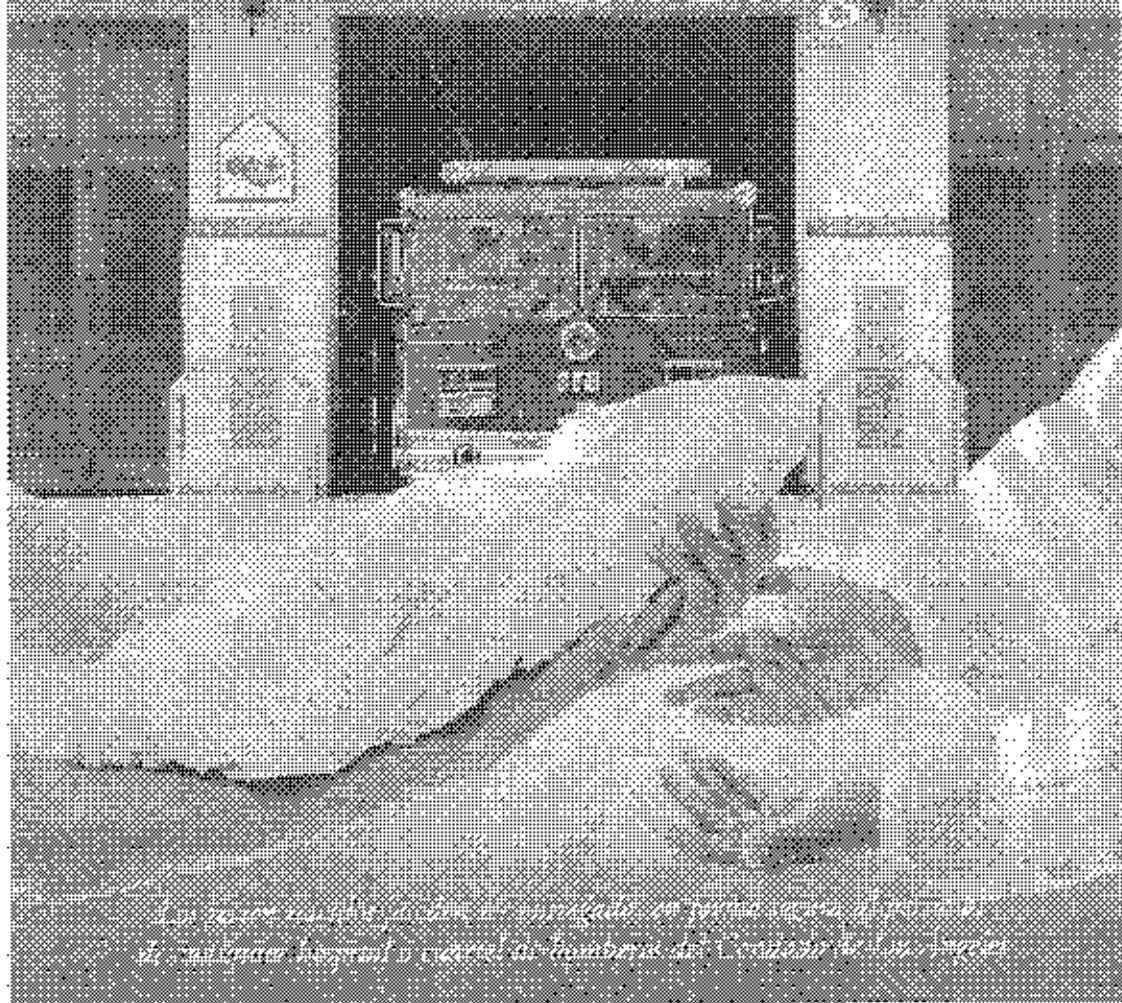
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- 9. Meningkatkan pengamanan lokasi-lokasi vital.
- 10. Meningkatkan pengamanan lokasi-lokasi kritis.

## A Baby's story

It is the most important thing in life. A baby's life is a precious gift. Parents should take care of their children from the moment they are born. They should provide them with love, care, and protection. They should also provide them with a good education and a healthy environment. A baby's story is a beautiful one. It is a story of hope, of love, and of life. It is a story that every parent should cherish.



# Ley de Entrega de Bebés Sin Peligro



La nueva ley de entrega de bebés sin peligro es una ley que protege al padre o a la madre biológica o a la madre biológica de la entrega de bebés sin peligro.

no se le da su nombre.

Si el bebé es de la familia, el bebé es el bebé.

El bebé es el bebé.



# Ley de Enteros de Babilis

En el mundo entero se ha hablado mucho de la Ley de Enteros de Babilis, pero muy pocas personas saben lo que realmente significa. Esta ley es una de las más antiguas y más importantes de la historia de la humanidad.

La Ley de Enteros de Babilis es una ley que establece que si un hombre golpea a otro, el golpeado debe ser golpeado de la misma manera.

Esta ley es una de las más antiguas y más importantes de la historia de la humanidad.

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Esta ley es una de las más antiguas y más importantes de la historia de la humanidad.

## ¿Cómo se aplica?

La Ley de Enteros de Babilis se aplica a todos los delitos que involucren violencia física. Si un hombre golpea a otro, el golpeado debe ser golpeado de la misma manera. Esto significa que si alguien golpea a alguien más, el golpeado debe ser golpeado de la misma manera que el golpeador.

## ¿Por qué es importante?

La Ley de Enteros de Babilis es importante porque establece un principio de justicia que es fundamental para la sociedad. Este principio establece que cada persona debe ser tratada de la misma manera que se trata a los demás.

## ¿Cómo se relaciona con la ley moderna?

La Ley de Enteros de Babilis se relaciona con la ley moderna en el sentido de que establece un principio de justicia que es fundamental para la sociedad. Este principio establece que cada persona debe ser tratada de la misma manera que se trata a los demás.

## ¿Qué ejemplos hay de esta ley?

Un ejemplo de esta ley es el caso de un hombre que golpea a otro. Si el golpeado es golpeado de la misma manera que el golpeador, esto es un ejemplo de la Ley de Enteros de Babilis.

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## Historia de un niño

En el mundo entero se ha hablado mucho de la Ley de Enteros de Babilis, pero muy pocas personas saben lo que realmente significa. Esta ley es una de las más antiguas y más importantes de la historia de la humanidad.

## Historia de un niño

En el mundo entero se ha hablado mucho de la Ley de Enteros de Babilis, pero muy pocas personas saben lo que realmente significa. Esta ley es una de las más antiguas y más importantes de la historia de la humanidad.

**ATTACHMENT K**

**PROVIDER PER DIEM RATE STRUCTURE**

EMERGENCY SHELTER AND SERVICES  
 JULY 1, 2008 THROUGH JUNE 30, 2009

PROVIDER PER DIEM RATE STRUCTURE

(PLEASE LIST YOUR AGENCY'S RATE STRUCTURE BY THE SERVICE TYPE AND SPECIFY THE DISTRICT SERVED)

Supv District	Providers	Per Diem Amount for Shelter	Per Diem Amount for Case Management	Per Diem Amount for Operating Costs	Total Per Diem Rate
	Vouchers Only				
	Vouchers and Case Management	\$87.30	\$21.82	\$20.15	\$129.27
	Shelter and Case Management				



**ATTACHMENT L**  
**EMERGENCY SHELTER SERVICES**  
**TRANSPORTATION LOG**



SAMPLE  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
EMERGENCY SHELTER SERVICES  
TRANSPORTATION LOG

Subcontractor: City of Long Beach Department of Health Services  
Report Month: \_\_\_\_\_

Contract Number: 2008DPSS01

	DATE	PARTICIPANT NAME	CAR/VAN/ CASE NUMBER	PARTICIPANT SIGNATURE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

**ATTACHMENT M**  
**CHARITABLE CONTRIBUTIONS COMPLIANCE**

### CHARITABLE CONTRIBUTIONS CERTIFICATION

City of Long Beach Department of Health Services  
Company Name

2525 Grand Avenue, Long Beach, CA 90815  
Address



Internal Revenue Service Employer Identification Number

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 8.28.08  
Signature ~~EXECUTED PURSUANT~~ Date  
**TO SECTION 301 OF**  
**THE CITY CHARTER.**  
Patrick H. West, City Manager  
Name and Title of Signer (please print)

APPROVED AS TO FORM

August 25, 20 08  
ROBERT E. SHANNON, City Attorney  
By   
LYNDA TRANG  
DEPUTY CITY ATTORNEY

### CHARITABLE CONTRIBUTIONS CERTIFICATION

City of Long Beach Department of Health Services  
Company Name

2525 Grand Avenue, Long Beach, CA 90815  
Address



Internal Revenue Service Employer Identification Number

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

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

8.28.08  
Date

Patrick H. West  
Name and Title of Signer (please print)  
City Manager

APPROVED AS TO FORM

August 25, 20 08  
ROBERT E. SHANNON, City Attorney

By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

**ATTACHMENT N**

**PARTICIPANT ROSTER  
DPSS-LAHSA EMERGENCY SHELTER SERVICES PROGRAM**

**CONTRACTOR: City of Long Beach Department of Health Services**  
**Contract Number: 2008DPSS01**  
 MONTH / YEAR: \_\_\_\_\_

**PARTICIPANT ROSTER**  
**DPSS-LAHSA EMERGENCY SHELTER SERVICES PROGRAM**

	CASE NAME	CASE #	DATE OF ENTRY	DATE OF EXIT	NO. OF DAYS	REASON FOR LEAVING	Homeless Case Manager's NAME	DESTINATION TYPE (TRANSITIONAL OR PERMANENT HOUSING)	REASON FAMILY NOT PLACED (TRANSITIONAL OR PERMANENT HOUSING)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
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23									
24									
25									

**ATTACHMENT O**

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



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.

Form with fields: Company Name: City of Long Beach Department of Health Services; Company Address: 2525 Grand Avenue; City: Long Beach, State: California, Zip Code: 90815; Telephone Number: 5625704003; Solicitation For: DPSS-LAHS SINGLE ALLOCATION PROGRAM Services: Emergency Shelter Services Program

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).

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.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Signature block for Patrick West, Assistant City Manager, dated 8.28.08. Includes stamp: EXECUTED PURSUANT TO SECTION 501 OF THE CITY CHARTER.

August 25, 20 08
ROBERT E. SHANNON, City Attorney

By LINDA TRANG, DEPUTY CITY ATTORNEY

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.

Form with fields for Company Name, Address, City, State, Zip Code, Telephone Number, and Solicitation For.

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.

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.

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.

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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.

Signature block containing Print Name, Signature, Date, and a stamp: EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

August 25, 2008
ROBERT E. SHANNON, City Attorney
By LINDA TRANG, DEPUTY CITY ATTORNEY



**ATTACHMENT Q -DAILY ATTENDANCE LOG SHEET**

Date:      /      /     

Page      of     

Agency Name: **City of Long Beach Department of Health Services**

**Contract Number: 2008DPSS01**

Shelter Address:

Date		Cal Works Case Number	CLIENT NAME (please print)	CLIENT SIGNATURE
	1.			
	2.			
	3.			
	4.			
	5.			
	6.			
	7.			
	8.			
	9.			
	10.			
	11.			
	12.			
	13.			
	14.			
	15.			
	16.			
	17.			
	18.			
	19.			
	20.			

**I hereby certify that the above information is true and correct:**

Shelter Manager Signature: \_\_\_\_\_  
 (must be signed by an authorized agency representative)

## ATTACHMENT R 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. 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

Permanent housing is long-term housing that enables homeless persons to live as independently as possible.

### A. ADMINISTRATION

1. 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.
2. Our shelter does not require religious participation.
3. 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.
4. 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.
5. Our shelter has space designated for securing all documents in order to ensure client confidentiality.
6. Our shelter clearly posts the location where grievances can be heard. If off-site, transportation will be provided by the shelter operator.

## **B. PERSONNEL**

1. 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.
2. 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.
3. 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.
4. Our shelter has staff who, to the extent possible, can communicate in the language of our residents.
5. Our shelter's staff receives on-going training on relevant community resources and social service programs.
6. Our shelter's staff shall be identifiable through uniform attire or identification badges.
7. Our shelter has an organization chart showing the administrative responsibilities of all persons working in the shelter.

## **C. OPERATIONS**

1. Our shelter allows residents to exercise the following rights:
  - a) the right to religious liberty
  - b) the right to present complaints and grievances
  - c) the right to have all records and disclosures maintained according to the written shelter rules regarding confidentiality and privacy
  - d) 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
  - e) the right to be free from restraint or confinement unless the resident poses a danger or threat to others
  - f) the right to leave and return to the facility at reasonable hours in accordance with the rules of the shelter
2. Our shelter prohibits possession and the use of weapons, alcohol and illegal drugs on site.
3. 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.
4. Our shelter has written policies for intake procedures and criteria for admitting people to our shelter.
5. 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.
6. Our shelter keeps a daily office log which documents the activities of each shift, and any unusual or special situations and instructions regarding residents.
7. Our shelter maintains a daily census, listing residents, employees and volunteers.

8. Our shelter refers people to the appropriate shelter agency or referral service if we cannot provide shelter or a needed service.
9. Our shelter does not require residents to perform labor, other than chores directly related to daily living activities within the shelter.
10. 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.
11. Our shelter has, or provides access to, a phone which residents can use within reasonable limits.
12. If our shelter assists residents in managing their financial affairs, we do not charge for our services.
13. If our shelter holds funds or possessions on behalf of a resident, those funds or possessions are returned upon demand within 24 hours.
14. Our shelter takes incoming emergency phone messages for our residents during business hours

#### **D. HEALTH**

1. Our shelter has available, at all times, first aid equipment and supplies for medical emergencies.
2. Our shelter has at least one staff person on duty who is trained in emergency first aid procedures.
3. Our shelter has provisions for storing, refrigerating, and retrieving residents' medications.
4. Our shelter refers residents to a medical facility or clinic for needed health examinations, emergency treatment, and follow-up visits.
5. Our shelter promptly and appropriately responds to medical problems with residents and staff.
6. 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.

#### **E. FOOD SERVICE**

1. 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.
2. Our shelter makes a reasonable effort to meet medically appropriate dietary needs of all residents.
3. Our shelter provides food buying and menu planning by a staff member, consultant or volunteer knowledgeable in nutrition.
4. Our shelter has made adequate provisions for the sanitary storage and preparation of any food provided.

#### **F. EQUIPMENT AND ENVIRONMENT**

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

2. Our shelter has a heating and ventilation system, and maintains a comfortable temperature.
3. 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.
4. 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.
5. Our shelter has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water.
6. Our shelter provides clients with reasonable access to public transportation.
7. Our shelter has laundry facilities available to residents, or access to laundry facilities nearby.
8. Our shelter provides storage for checking in/out residents' personal belongings during the period of shelter.
9. Our shelter provides towels, soap, and toilet tissues.
10. Our shelter provides a dining area separate from the sleeping areas.
11. Our shelter has a sufficient quantity of functionally clean and reasonably private bathing facilities with hot and cold running water.

#### **G. SAFETY**

1. Our shelter has an emergency plan covering earthquake, fire, flood and other disasters.
2. 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.
3. 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).
4. If separate rooms with doors are provided, doors in residents' rooms can be secured by the resident (staff must have a key).
5. Our shelter has a security plan to deter theft and resident harm.

#### **H. 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 both 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.
- C. Our shelter grievance resolution policies and procedures include:
1. The name and title of the staff person responsible for grievance resolution and how they are contacted.
  2. 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.
  3. A confidential area where grievances may be heard. We will provide transportation if an off site facility is used for the hearing of grievances.
  4. 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. At a minimum, Contractor shall indicate the following cost-free resolution service:  
  
Avis Ridley-Thomas  
Dispute Resolution Program  
200 N. Main, City Hall East, 16<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 485-8324
  5. A procedure for notifying LAHSA of all unresolved grievances that have been referred to an outside grievance resolution service.

The maintenance of a centralized location for the secure storage of all reports and records of any complaint made, whether the complaint was resolved or not.

**ATTACHMENT S  
EQUAL BENEFITS ORDINANCE**

**COMPLIANCE**

**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.

City Dept. Awarding Contract: LAHSA Contact/Phone: Karen Hamilton/(213) 225-6558

**SECTION 1. CONTACT INFORMATION**

Company Name: City of Long Beach - Department of Health and Human Services  
 Company Address: 2525 Grand Avenue  
 City: Long Beach State: CA Zip: 90815  
 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: City of Long Beach - 4,500, DHHS - 430  
 Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

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

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

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1: <u>Great West</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Health Carrier 2: <u>Pacificare</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1: <u>Delta</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Dental Carrier 2: <u>Pacificare</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1: <u>MES</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans <u>PERS/457</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12	Child Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other: <u>Long Term Care</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14	Other: <u>In Hospital Indemnity</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**COMPLIANCE**

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

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

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


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

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

**DECLARATION UNDER PENALTY OF PERJURY**

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


Executed this 20<sup>th</sup> day of August, in the year 2008, at Long Beach, CA  
(City) (State)

Signature   
 \_\_\_\_\_  
 Michael Johnson  
 Name of Signatory (please print)  
 \_\_\_\_\_  
 Bureau Manager  
 \_\_\_\_\_  
 Title

2525 Grand Avenue  
 Mailing Address  
 \_\_\_\_\_  
 Long Beach, CA 90815  
 City, State, Zip Code  
 \_\_\_\_\_  
 (City)  
 \_\_\_\_\_  
 Federal ID Number

APPROVED AS TO FORM

August 25, 2008  
 \_\_\_\_\_  
 ROBERT E. SHANNON, City Attorney

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

## COMPLIANCE

**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.

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

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

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

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

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

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

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

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

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

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

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

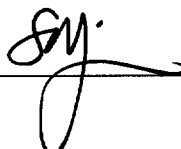
**ATTACHMENT T**  
**AUTHORIZATION TO EXECUTE CONTRACTS**

**LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)**

**Name and Address of Contractor:**  
City of Long Beach Department of Health Services  
2525 Grand Avenue  
Long Beach, CA 90815

**Contract Number(s)**  
2008DPSS01


At the <sup>Council</sup> board meeting held on 8/19/08, the Long Beach City Council (agency name) <sup>minute order</sup> Board duly adopted a resolution 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.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Patrick H. West	City Manager	 Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.

Chairperson (Print Name)	Signature	Date
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\*if either is not applicable – strike out

APPROVED AS TO FORM  
August 25, 20 08  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

ATTACHMENT U

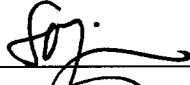
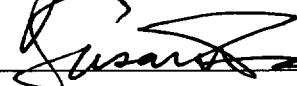
AUTHORIZATION TO SIGN INVOICES

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

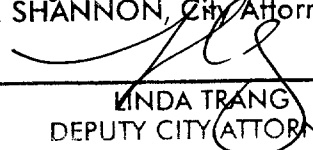
Name and Address of Contractor:  
City of Long Beach Department of Health Services  
2525 Grand Avenue  
Long Beach, CA 90815

Contract Number(s)  
2008DPSS01

The following individuals are authorized to sign invoices for advances and/or reimbursements on behalf of 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	City Manager	 Assistant City Manager
Susan Price	Homeless Services Officer	 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

<u>Chairperson</u> (Print Name)	<u>Signature</u>	<u>Date</u>
------------------------------------	------------------	-------------

APPROVED AS TO FORM  
August 25, 20 08  
 ROBERT E. SHANNON, City Attorney  
 By   
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**ATTACHMENT V**  
**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 a 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.

**CLIENT GRIEVANCE**

Please provide the following information in this report:

Name:

Contact info:

A. Please describe the situation you would like reviewed: Include agencies involved and those who may have witnessed the incident:

B. Please suggest a way you would like the situation resolved:

C. Please describe how you attempted to resolve this with your case manager or staff:

Client Signature: Date:

Administrative Review:

Action Taken:

MSC Coordinator: Date:

**ATTACHMENT W  
PROGRAM PROCEDURE**

**LAHSA/DPSS EMERGENCY SHELTER SERVICES PROGRAM**

**1. VERIFICATION OF ELIGIBILITY**

- A. Complete the ***Participant Eligibility Request Form*** (Attachment P). LAHSA will only process eligibility requests if this form is submitted. All other requests will not be processed. The CalWORKS case number must be typed or written in block, capitalized letters. If you are writing the case number, you must write it in the manner described Section Ai below so that LAHSA staff can discern whether it is a letter of the alphabet or a number that you have listed.
- i If the case number contains the letters "Z" or "S" you must underline them (make it noticeable; Z or S) so that it is clear that you are not writing the numbers "2" or "5".
- B. LAHSA will verify eligibility of proposed participants through DPSS.
- C. If the participant is deemed **ELIGIBLE** by DPSS, LAHSA will fax the ***Participant Eligibility Request Form*** back to your agency with the option "Family is ELIGIBLE for assistance" box checked under ELIGIBILITY DETERMINATION. The form faxed by LAHSA will indicate participant eligibility. The form will also contain two signatures of LAHSA representatives. A GEARS printout or a copy of an e-mail from the DPSS worker who deemed the participant eligible will accompany this document. Your agency must retain these copies in the participant's file. If you do not receive a GEARS printout or a copy of an e-mail from DPSS that shows the participant is eligible when you receive the ***Participant Eligibility Request Form*** with the option "Family is **ELIGIBLE** for assistance" box checked, please contact LAHSA staff immediately to request this information.
- D. If the participant is deemed **INELIGIBLE** by DPSS, LAHSA will fax the ***Participant Eligibility Request Form*** to your agency with the option "Family is NOT ELIGIBLE for assistance" box checked under ELIGIBILITY DETERMINATION. No GEARS printout or DPSS e-mail will be sent to you if the participant is ineligible.

**2. REPORTS**

- A. Contractor must submit the LAHSA End of the Month (EOM) Roster (ATTACHMENT X) for the DPSS Emergency Shelter Services Program by the fifteenth (15<sup>th</sup>) day of each month to ensure eligibility status is determined for the next month. This document can be e-mailed or faxed to LAHSA. Once LAHSA staff has determined the eligibility status of the participants on the roster, you will receive a fax or e-mail of the roster with the eligibility status noted. If the participant is still eligible for the next month, you will receive a GEARS printout or a copy of an e-mail from DPSS that indicates the participant is eligible for the next month of service. You will not receive these items if the participant is **INELIGIBLE**.

**3. INVOICES This section should be consistent with Section 5.3 in terms of backup documentation.**

- A. Contractor must submit Invoice from the electronic MS Excel invoice template provided to your agency. In addition to the invoice, Contractor must submit the following items in the following order:
- i Monthly Participant Roster
  - ii The GEARS printouts and/or the copies of the e-mails from DPSS verifying participant eligibility in the order that they appear on the roster from the invoice;
  - iii Daily Attendance Log Sheets, Attachment Q, with original signatures of the participants, in order by date;
  - iv Client Transportation Log;
  - v Monthly Complaint Log; and
  - vi Monthly Management Report, Attachment D.

# ATTACHMENT X

## LAHSA End of the Month (EOM) Roster



### LAHSA END OF THE MONTH ROSTER (EOM)

Agency Name: City of Long Beach Department of Health Services Contract Number: 2008DPSS01

2008-09 DPSS Emergency Shelter Program

Month ending: \_\_\_\_\_

	Participant's Last Name	CalWORKs case #	LAHSA USE ONLY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
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25			
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27			
28			
29			
30			

A GEARS printout or e-mail from DPSS will be faxed to you for the participants listed above who are eligible for the program next month.