

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

AGREEMENT

36086

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2  
3 THIS AGREEMENT is made and entered, in duplicate, as of September 30,  
4 2021, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on May 21, 2019, by and between HELPLINE  
6 YOUTH COUNSELING, INC., a California corporation ("Contractor"), with a place of  
7 business at 14181 Telegraph Road, Whittier, California 90604, and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with the Homeless Services Bureau seeking one to three agencies  
11 to provide in-person case management services to persons experiencing homelessness in  
12 Long Beach. ("Project"); and

13 WHEREAS, City has selected Contractor in accordance with City's  
14 administrative procedures using Request for Qualifications HE18-099 ("RFQ") to acquire  
15 On-Call Public Health & Human Services Community Partners, incorporated herein by this  
16 reference, and through a limited Request for Proposal ("RFP") from the vendors identified  
17 through the Request for Qualifications process as qualified, referenced as readily available  
18 vendors with the appropriate skillset and subject matter expertise to provide public health  
19 programming and/or content-specific technical assistance, the City has determined that  
20 Contractor and its employees are qualified, licensed, if so required, and experienced in  
21 performing these specialized services; and

22 WHEREAS, City desires to have Contractor perform these specialized  
23 services, and Contractor is willing and able to do so on the terms and conditions in this  
24 Agreement;

25 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
26 conditions in this Agreement, the parties agree as follows:

27 1. SCOPE OF WORK OR SERVICES.

28 A. Contractor shall furnish specialized services more particularly

1 described in Exhibit "A", attached to this Agreement and incorporated by this  
2 reference, in accordance with the standards of the profession, and City shall pay for  
3 these services in the manner described below, not to exceed Fifty-Two Thousand  
4 Seven Hundred Thirty Dollars (\$52,730) for the term of this Agreement, at the rates  
5 or charges shown in Exhibit "B".

6 B. City shall pay Contractor in due course of payments following  
7 receipt from Contractor and approval by City of invoices showing the services or  
8 task performed, the time expended (if billing is hourly), and the name of the Project.  
9 Contractor shall certify on the invoices that Contractor has performed the services  
10 in full conformance with this Agreement and is entitled to receive payment. Each  
11 invoice shall be accompanied by a progress report indicating the progress to date  
12 of services performed and covered by the invoice, including a brief statement of any  
13 Project problems and potential causes of delay in performance, and listing those  
14 services that are projected for performance by Contractor during the next invoice  
15 cycle. Where billing is done and payment is made on an hourly basis, the parties  
16 acknowledge that this arrangement is either customary practice for Contractor's  
17 profession, industry or business, or is necessary to satisfy audit and legal  
18 requirements which may arise due to the fact that City is a municipality.

19 C. Contractor represents that Contractor has obtained all  
20 necessary information on conditions and circumstances that may affect its  
21 performance and has conducted site visits, if necessary.

22 D. By executing this Agreement, Contractor warrants that  
23 Contractor (a) has thoroughly investigated and considered the scope of services to  
24 be performed, (b) has carefully considered how the services should be performed,  
25 and (c) fully understands the facilities, difficulties and restrictions attending  
26 performance of the services under this Agreement. It the services involve work upon  
27 any site, Contractor warrants that Contractor has or will investigate the site and is  
28 or will be fully acquainted with the conditions there existing, prior to commencement

1 of services set forth in this Agreement. Should Contractor discover any latent or  
2 unknown conditions that will materially affect the performance of the services set  
3 forth in this Agreement, Contractor must immediately inform the City of that fact and  
4 may not proceed except at Contractor's risk until written instructions are received  
5 from the City.

6 E. Contractor must adopt reasonable methods during the life of  
7 the Agreement to furnish continuous protection to the work, and the equipment,  
8 materials, papers, documents, plans, studies and other components to prevent  
9 losses or damages, and will be responsible for all damages, to persons or property,  
10 until acceptance of the work by the City, except those losses or damages as may  
11 be caused by the City's own negligence.

12 F. CAUTION: Contractor shall not begin work until this  
13 Agreement has been signed by both parties and until Contractor's evidence of  
14 insurance has been delivered to and approved by City.

15 2. TERM. The term of this Agreement shall commence at midnight on  
16 November 1, 2021, and shall terminate at 11:59 p.m. on January 31, 2022, unless sooner  
17 terminated as provided in this Agreement, or unless the services or the Project is  
18 completed sooner. The City shall have the option to extend the term for three (3) additional  
19 three-month periods, at the discretion of the City Manager. This Agreement shall not be  
20 extended past May 21, 2024 without authorization of the City Council.

21 3. COORDINATION AND ORGANIZATION.

22 A. Contractor shall coordinate its performance with City's  
23 representative, if any, named in Exhibit "C", attached to this Agreement and  
24 incorporated by this reference. Contractor shall advise and inform City's  
25 representative of the work in progress on the Project in sufficient detail so as to  
26 assist City's representative in making presentations and in holding meetings on the  
27 Project. City shall furnish to Contractor information or materials, if any, described in  
28 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall

1 perform any other tasks described in the Exhibit.

2 B. The parties acknowledge that a substantial inducement to City  
3 for entering this Agreement was and is the reputation and skill of Contractor's key  
4 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
5 reference. City shall have the right to approve any person proposed by Contractor  
6 to replace that key employee.

7 4. INDEPENDENT CONTRACTOR. In performing its services,  
8 Contractor is and shall act as an independent contractor and not an employee,  
9 representative or agent of City. Contractor shall have control of Contractor's work and the  
10 manner in which it is performed. Contractor shall be free to contract for similar services to  
11 be performed for others during this Agreement; provided, however, that Contractor acts in  
12 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
13 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
14 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
15 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
16 the usual and customary rights, benefits or privileges of City employees. Contractor  
17 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
18 shall represent themselves to be employees or agents of City.

19 5. INSURANCE.

20 A. As a condition precedent to the effectiveness of this  
21 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
22 duration of this Agreement, from insurance companies that are admitted to write  
23 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
24 Company or from authorized non-admitted insurance companies subject to Section  
25 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
26 by A.M. Best Company, the following insurance:

27 (a) Commercial general liability insurance (equivalent in scope to  
28 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
2 coverage shall include but not be limited to broad form contractual liability,  
3 cross liability, independent contractors liability, and products and completed  
4 operations liability. City, its boards and commissions, and their officials,  
5 employees and agents shall be named as additional insureds by  
6 endorsement (on City's endorsement form or on an endorsement equivalent  
7 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
8 shall contain no special limitations on the scope of protection given to City,  
9 its boards and commissions, and their officials, employees and agents. This  
10 policy shall be endorsed to state that the insurer waives its right of  
11 subrogation against City, its boards and commissions, and their officials,  
12 employees and agents.

13 (b) Workers' Compensation insurance as required by the California  
14 Labor Code and employer's liability insurance in an amount not less than  
15 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
16 its right of subrogation against City, its boards and commissions, and their  
17 officials, employees and agents.

18 (c) Professional liability or errors and omissions insurance in an  
19 amount not less than \$1,000,000 per claim.

20 (d) Commercial automobile liability insurance (equivalent in scope  
21 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
22 amount not less than \$500,000 combined single limit per accident.

23 B. Any self-insurance program, self-insured retention, or  
24 deductible must be separately approved in writing by City's Risk Manager or  
25 designee and shall protect City, its officials, employees and agents in the same  
26 manner and to the same extent as they would have been protected had the policy  
27 or policies not contained retention or deductible provisions.

28 C. Each insurance policy shall be endorsed to state that coverage

1 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
2 written notice to City, shall be primary and not contributing to any other insurance  
3 or self-insurance maintained by City, and shall be endorsed to state that coverage  
4 maintained by City shall be excess to and shall not contribute to insurance or self-  
5 insurance maintained by Contractor. Contractor shall notify City in writing within five  
6 (5) days after any insurance has been voided by the insurer or cancelled by the  
7 insured.

8 D. If this coverage is written on a "claims made" basis, it must  
9 provide for an extended reporting period of not less than one hundred eighty (180)  
10 days, commencing on the date this Agreement expires or is terminated, unless  
11 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
12 continuing coverage for a period of not less than three (3) years, commencing on  
13 the date this Agreement expires or is terminated.

14 E. Contractor shall require that all sub-contractors or contractors  
15 that Contractor uses in the performance of these services maintain insurance in  
16 compliance with this Section unless otherwise agreed in writing by City's Risk  
17 Manager or designee.

18 F. Prior to the start of performance, Contractor shall deliver to City  
19 certificates of insurance and the endorsements for approval as to sufficiency and  
20 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
21 insurance, furnish to City certificates of insurance and endorsements evidencing  
22 renewal of the insurance. City reserves the right to require complete certified copies  
23 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
24 time. Contractor shall make available to City's Risk Manager or designee all books,  
25 records and other information relating to this insurance, during normal business  
26 hours.

27 G. Any modification or waiver of these insurance requirements  
28 shall only be made with the approval of City's Risk Manager or designee. Not more

1 frequently than once a year, City's Risk Manager or designee may require that  
2 Contractor, Contractor's sub-Contractors and contractors change the amount,  
3 scope or types of coverages required in this Section if, in his or her sole opinion, the  
4 amount, scope or types of coverages are not adequate.

5 H. The procuring or existence of insurance shall not be construed  
6 or deemed as a limitation on liability relating to Contractor's performance or as full  
7 performance of or compliance with the indemnification provisions of this Agreement.

8 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
9 contemplates the personal services of Contractor and Contractor's employees, and the  
10 parties acknowledge that a substantial inducement to City for entering this Agreement was  
11 and is the professional reputation and competence of Contractor and Contractor's  
12 employees. Contractor shall not assign its rights or delegate its duties under this  
13 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
14 of City, except that Contractor may with the prior approval of the City Manager of City,  
15 assign any moneys due or to become due Contractor under this Agreement. Any  
16 attempted assignment or delegation shall be void, and any assignee or delegate shall  
17 acquire no right or interest by reason of an attempted assignment or delegation.  
18 Furthermore, Contractor shall not subcontract any portion of its performance without the  
19 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
20 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
21 prevent Contractor from employing as many employees as Contractor deems necessary  
22 for performance of this Agreement.

23 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
24 certifies that, at the time Contractor executes this Agreement and for its duration,  
25 Contractor does not and will not perform services for any other client which would create a  
26 conflict, whether monetary or otherwise, as between the interests of City and the interests  
27 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
28 employees, sub-Contractors and contractors.

1           8.     MATERIALS. Contractor shall furnish all labor and supervision,  
2 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
3 necessary to or used in the performance of Contractor's obligations under this Agreement,  
4 except as stated in Exhibit "D".

5           9.     OWNERSHIP OF DATA. All materials, information and data  
6 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
7 with this Agreement, including but not limited to documents, estimates, calculations,  
8 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
9 models, reports, summaries, drawings, designs, notes, plans, information, material and  
10 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
11 and City shall have the unrestricted right to use and disclose the Data in any manner and  
12 for any purpose without payment of further compensation to Contractor. Copies of Data  
13 may be retained by Contractor but Contractor warrants that Data shall not be made  
14 available to any person or entity for use without the prior approval of City. This warranty  
15 shall survive termination of this Agreement for five (5) years.

16           10.    TERMINATION. Either party shall have the right to terminate this  
17 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
18 prior notice to the other party. In the event of termination under this Section, City shall pay  
19 Contractor for services satisfactorily performed and costs incurred up to the effective date  
20 of termination for which Contractor has not been previously paid. The procedures for  
21 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
22 termination, Contractor shall deliver to City all Data developed or accumulated in the  
23 performance of this Agreement, whether in draft or final form, or in process. And,  
24 Contractor acknowledges and agrees that City's obligation to make final payment is  
25 conditioned on Contractor's delivery of the Data to City.

26           11.    CONFIDENTIALITY. Contractor shall keep all Data confidential and  
27 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
28 performing its services, during the term of this Agreement and for five (5) years following



1 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
2 all information, whether written, oral or visual, obtained by any means whatsoever in the  
3 course of performing its services for the same period of time. Contractor shall not disclose  
4 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
5 of others except for the purpose of this Agreement.

6           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
7 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
8 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
9 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
10 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
11 to subpoena or court order.

12           13. ADDITIONAL SERVICES. The City has the right at any time during  
13 the performance of the services, without invalidating this Agreement, to order extra work  
14 beyond that specified in the RFQ or make changes by altering, adding to or deducting from  
15 the work. No extra work may be undertaken unless a written order is first given by the City,  
16 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
17 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
18 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
19 City Representative. Any greater increases, taken either separately or cumulatively, must  
20 be approved by the City Council. It is expressly understood by Contractor that the  
21 provisions of this paragraph do not apply to services specifically set forth in the RFQ or  
22 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk  
23 that the services to be provided pursuant to the RFQ may be more costly or time consuming  
24 than Contractor anticipates and that Contractor will not be entitled to additional  
25 compensation for the services set forth in the RFQ.

26           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
27 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
28 amounts the payment of which may be in dispute or that are necessary to compensate the

1 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
2 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
3 performing or failing to perform Contractor's obligations under this Agreement. In the event  
4 that any claim is made by a third party, the amount or validity of which is disputed by  
5 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
6 City may withhold from any payment due, without liability for interest because of the  
7 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
8 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
9 indemnify and protect the City as elsewhere provided in this Agreement.

10 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
11 amended, nor any provision or breach waived, except in writing signed by the parties which  
12 expressly refers to this Agreement.

13 16. LAW. This Agreement shall be construed in accordance with the laws  
14 of the State of California, and the venue for any legal actions brought by any party with  
15 respect to this Agreement shall be the County of Los Angeles, State of California for state  
16 actions and the Central District of California for any federal actions. Contractor shall cause  
17 all work performed in connection with construction of the Project to be performed in  
18 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
19 county or municipal governments or agencies (including, without limitation, all applicable  
20 federal and state labor standards, including the prevailing wage provisions of sections 1770  
21 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
22 marshal, health officer, building inspector, or other officer of every governmental agency  
23 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
24 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
25 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
26 force and effect.

27 17. PREVAILING WAGES.  
28 A. Consultant agrees that all public work (as defined in California

1 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
2 Work"), if any, shall comply with the requirements of California Labor Code sections  
3 1770 *et seq.* City makes no representation or statement that the Project, or any  
4 portion thereof, is or is not a "public work" as defined in California Labor Code  
5 section 1720.

6 B. In all bid specifications, contracts and subcontracts for any  
7 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
8 wages and the general prevailing rate for holiday and overtime work in this locality  
9 for each craft, classification or type of worker needed to perform the Public Work,  
10 and shall include such rates in the bid specifications, contract or subcontract. Such  
11 bid specifications, contract or subcontract must contain the following provision: "It  
12 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
13 wages to all workers employed by the contractor in the execution of this contract.  
14 The contractor expressly agrees to comply with the penalty provisions of California  
15 Labor Code section 1775 and the payroll record keeping requirements of California  
16 Labor Code section 1771."

17 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
18 constitutes the entire understanding between the parties and supersedes all other  
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 19. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its  
22 Boards, Commissions, and their officials, employees and agents ("Indemnified  
23 Parties"), from and against any and all liability, claims, demands, damage, loss,  
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
25 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
26 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
27 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
28 any of its obligations contained in this Agreement, including all applicable federal

1 and state labor requirements including, without limitation, the requirements of  
2 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
3 omissions or misrepresentations committed by Consultant, its officers, employees,  
4 agents, subcontractors, or anyone under Consultant's control, in the performance  
5 of work or services under this Agreement (collectively "Claims" or individually  
6 "Claim").

7 B. In addition to Consultant's duty to indemnify, Consultant shall  
8 have a separate and wholly independent duty to defend Indemnified Parties at  
9 Consultant's expense by legal counsel approved by City, from and against all  
10 Claims, and shall continue this defense until the Claims are resolved, whether by  
11 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
12 breach, or the like on the part of Consultant shall be required for the duty to defend  
13 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
14 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
15 in the defense.

16 C. If a court of competent jurisdiction determines that a Claim was  
17 caused by the sole negligence or willful misconduct of Indemnified Parties,  
18 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
19 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
20 percentage of willful misconduct attributed by the court to the Indemnified Parties.

21 D. The provisions of this Section shall survive the expiration or  
22 termination of this Agreement.

23 20. FORCE MAJEURE. If any party fails to perform its obligations  
24 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
25 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
26 governmental regulations, governmental controls, judicial orders, enemy or hostile  
27 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
28 reasonable control of the party obligated to perform, then that party's performance will be

1 excused for a period equal to the period of such cause for failure to perform.

2 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
3 Agreement and any Exhibit, the provisions of this Agreement shall govern.

4 22. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Contractor shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Contractor shall ensure that applicants are employed, and that employees  
10 are treated during their employment, without regard to these bases. These actions  
11 shall include, but not be limited to, the following: employment, upgrading, demotion  
12 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
13 or other forms of compensation; and selection for training, including apprenticeship.

14 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
15 accordance with the provisions of the Ordinance, this Agreement is subject to the  
16 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
17 Long Beach Municipal Code, as amended from time to time.

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

22 "During the performance of a contract with the City of Long Beach, the  
23 Consultant will provide equal benefits to employees with spouses and its  
24 employees with domestic partners. Additional information about the City of  
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
26 Long Beach Business Services Division at 562-570-6200."

27 B. The failure of the Consultant to comply with the EBO will be  
28 deemed to be a material breach of the Agreement by the City.

1 C. If the Consultant fails to comply with the EBO, the City may  
2 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
3 to become due under the Agreement may be retained by the City. The City may  
4 also pursue any and all other remedies at law or in equity for any breach.

5 D. Failure to comply with the EBO may be used as evidence  
6 against the Consultant in actions taken pursuant to the provisions of Long Beach  
7 Municipal Code 2.93 et seq., Contractor Responsibility.

8 E. If the City determines that the Consultant has set up or used its  
9 contracting entity for the purpose of evading the intent of the EBO, the City may  
10 terminate the Agreement on behalf of the City. Violation of this provision may be  
11 used as evidence against the Consultant in actions taken pursuant to the provisions  
12 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

13 24. NOTICES. Any notice or approval required by this Agreement shall  
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
15 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
16 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
17 to the City Clerk at the same address. Notice of change of address shall be given in the  
18 same manner as stated for other notices. Notice shall be deemed given on the date  
19 deposited in the mail or on the date personal delivery is made, whichever occurs first.

20 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
21 that Contractor has not employed or retained any entity or person to solicit or obtain this  
22 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
23 commission or other monies based on or from the award of this Agreement. If Contractor  
24 breaches this warranty, City shall have the right to terminate this Agreement immediately  
25 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
26 due under this Agreement or otherwise recover the full amount of the fee, commission or  
27 other monies.

28 26. WAIVER. The acceptance of any services or the payment of any

1 money by City shall not operate as a waiver of any provision of this Agreement or of any  
2 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
3 Agreement shall not constitute a waiver of any other or subsequent breach of this  
4 Agreement.

5 27. CONTINUATION. Termination or expiration of this Agreement shall  
6 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
7 18, 21 and 28 prior to termination or expiration of this Agreement.

8 28. TAX REPORTING. As required by federal and state law, City is  
9 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
10 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
11 from payments under this Agreement. Contractor shall submit Contractor's Employer  
12 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
13 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
14 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
15 Contractor provides one of these numbers.

16 29. ADVERTISING. Contractor shall not use the name of City, its officials  
17 or employees in any advertising or solicitation for business or as a reference, without the  
18 prior approval of the City Manager or designee.

19 30. AUDIT. City shall have the right at all reasonable times during the  
20 term of this Agreement and for a period of five (5) years after termination or expiration of  
21 this Agreement to examine, audit, inspect, review, extract information from and copy all  
22 books, records, accounts and other documents of Contractor relating to this Agreement.

23 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
24 designed to or entered for the purpose of creating any benefit or right for any person or  
25 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

HELPLINE YOUTH COUNSELING, INC., a California corporation

10/13/2021, 2021

By [Signature]  
Name Jeff Farber  
Title Executive Director

\_\_\_\_\_, 2021

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

October 19, 2021

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 801 OF THE CITY CHARTER.  
"City"

This Agreement is approved as to form on October 14, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A”

## Scope of Work



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

### SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Case Management Services for the Multi-Service Center

The Homeless Services Bureau in the City of Long Beach (City) is seeking one to three agencies to provide in-person case management services to persons experiencing homelessness in Long Beach. Case Managers are expected to be located at the Multi-Service Center three to five days a week.

Case Managers are expected to conduct the following duties: conducting client intake and assessment to evaluate client needs; connecting clients to services based on need; developing and assisting in the implementation of ongoing client service plans; maintaining case records and required electronic reporting documentation in the Homeless Management Information System; pursuing new referral contracts within the community; serving as a liaison and advocating for individuals and families experiencing homelessness; participating in case conferences and case reviews with colleagues, partnering agencies, and other supportive services; and facilitating referrals to a variety of agencies.

Funding for this service will be derived through a combination of funding sources for a three month period, with the option to renew for an additional three months. Funding for the three month period will not exceed \$75,000 per award.

Is an interview or oral presentation needed? YES  Tentative Date: \_\_\_\_\_  
NO

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 5:00pm on 9/16/21:

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

Part (B) – Budget: (2 pages max)

- Rate sheet from Part I of the RFQ
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Max Estrada at max.estrada@longbeach.gov.



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

### **PART (A) – NARRATIVE** *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.

Staff qualifications and availability. Upload separate document, if needed.



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

### **PART (B) – BUDGET** *To Be Completed by Applicant*

(2 pages max)

Rate sheet from Part I of the RFQ

Proposed budget and budget narrative. Please attach budget separately, if needed.

**Helpline Youth Counseling, Inc.  
Homeless Case Management Services  
at Long Beach Multi-Service Center**

**Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact:**

Helpline Youth Counseling (HYC) Homeless Services Case Managers will work with homeless individuals and families to deliver comprehensive and individualized case management with the goal of providing clients with the resources needed to overcome homelessness, including the following: conduct client intake and assessment to evaluate client needs; connect clients to services based on need; develop and assist in the implementation of ongoing client service plans; maintain case records and required electronic reporting documentation in the Homeless Management Information System; pursue new referral contracts within the community; serve as a liaison and advocate for individuals and families experiencing homelessness; participate in case conferences and case reviews with colleagues, partnering agencies, and other supportive services; and facilitate referrals to a variety of agencies. Case management services will be provided on-site at the Long Beach Multi-Service Center (MSC) for a three-month period, with the option to renew for an additional three months at the discretion of the City of Long Beach.

HYC has the experience to implement the proposed program at the Long Beach Multi-Service Center, having provided comprehensive services to the homeless population in Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, Vernon and Unincorporated East Los Angeles since 2010 and serving since 2012 as the Local Coordinating Area 1 (LCA 1) subcontractor and CES Lead Agency for People Assisting The Homeless (PATH) in the Coordinated Entry System program. HYC's approach to case management for homeless individuals and families is built on the principle of strengths-based practice wherein our culturally and linguistically competent staff develop trusting working relationships with participants. At the MSC, the HYC Homeless Services Case Manager, bilingual in English and Spanish and trained in culturally competent, trauma-informed care and substance use assessment, will assist homeless individuals and families with a wide range of needs to assist in their gaining stability. HYC case managers are skilled in working with homeless clients experiencing poor physical and mental health, substance use disorder, lack of health insurance, language and cultural barriers to accessing social services, lack of basic needs being met, and lack of personal support networks.

In the proposed program, the HYC Homeless Services Case Manager will assess clients' distinct service needs and work with each client to establish a written service plan consisting of measurable steps and identified goals. The Case Manager will link clients to services, providing referrals, collaborating with partner agencies, and guiding clients through each step of the service plan. HYC has extensive experience in utilizing the Homeless Management Information System (HMIS) to collect and track client data. HYC will collect and input client information into HMIS. The HMIS database will allow the HYC Case Manager and other homeless services partners to view and track client progress and measure the success of client interventions.

Following are the anticipated project objectives and outcomes:

**Objective 1**

In partnership with the City of Long Beach (COLB), HYC's Homeless Services Program Case Manager will assess 100% homeless individuals and families seeking services at MSC and work with each client to establish a written service plan consisting of measurable steps and identified goals. Each full-time Case Manager is projected to carry a caseload of 20-40 clients.

**Outcome 1**

Case Managers will engage clients in case management services in the areas of, but not limited to, client intake and assessment to evaluate need, case management, linkages to mental health services, housing location and stabilization, independent living skills, housing stabilization, community integration, employment linkage, benefits establishment, linkage to community providers for substance abuse, primary health care, and all other services needed to assist clients in reaching their service plan goals.

**Objective 2**

HYC will serve as a liaison and advocate for individuals and families experiencing homelessness for 100% of clients seeking services at MSC.

**Outcome 2**

Case management services will be used to connect homeless clients to long-term supportive services with the establishment of personal benefits including GR, SSI, TANF, Veterans Pension, etc.

**Objective 3**

Within 30 days of initial assessment, HYC will provide linkages to health, mental health, and SUD services to individuals and families experiencing homelessness in need of these services.

**Outcome 3**

Case managers will use the VI-SPDAT survey to assess barriers to permanent housing and refer clients to identified supportive services, such as health, mental health, and SUD treatment. Case Manager will work with agencies and provide a warm hand-off to ensure connection of services.

In addition to collaborating with a wide network of community partner organizations throughout Los Angeles County delivering health care services, supportive services, and provision of basic needs for clients, HYC has the advantage of operating a wide range of longstanding in-house core agency services meeting the needs of populations who are homeless or at risk of homelessness, including clients impacted by mental health diagnoses, alcohol and drug use, domestic violence, and child abuse. HYC operates a Long Beach office and five other agency office locations. We maintain strong working partnerships with temporary housing facilities and landlords to move our program clients into housing.

Qualifications and responsibilities of the Homeless Services Case Managers assigned to the proposed program include the following:

**Qualifications**

- At least 2 years of experience working with chronically homeless population
- Demonstrated knowledge and experience with advanced and evidenced based intervention
- Flexible, adaptable and capable of working in a fast paced, professional environment

- Availability to work early mornings, evening and weekends as requested by management, and based on the operational needs of the program
- Strong written and verbal communication skills
- Engagement and rapport building with hard-to-reach clients
- Harm Reduction and Motivational Interviewing strategies
- Ability to work independently and as part the team
- Ability to exercise mature and professional judgment
- Good problem solving and conflict resolution skills
- A highly motivated self-starter with the ability to coordinate multiple projects and tasks
- Knowledge of and adherence to HIPAA confidentiality requirements
- Proficiency with Microsoft Office software

### **Responsibilities**

- Provide case management services in the areas of, but not limited to, client intake and assessment to evaluate need, case management, linkages to mental health services, housing location and stabilization, independent living skills, housing stabilization, community integration, employment linkage, benefits establishment, linkage to community providers for substance abuse, primary health care, and all other services needed to assist clients in reaching their service plan goals.
- Meet with clients on a weekly basis to review, evaluate, and support goal completion.
- Conduct VI-SPDAT (Vulnerability Index - Service Prioritization Decisions Assistance Tool) on all new clients in order to connect them to proper intervention and services.
- Help clients obtain various forms of identification including birth certificates and social security cards.
- Assist with applications for supportive and subsidized housing and prospect potential locations for affordable rental housing.
- Provide case management services by connecting homeless clients to long-term supportive services. Assist clients with the establishment of personal benefits including GR, SSI, TANF, Veterans Pension, etc.
- Develop individualized Housing Stability Plan (HSP) in collaboration with client addressing short term and long-term goals.
- Complete all necessary paperwork to track client progress (case notes, HSP, etc.).
- Collaborate with community substance abuse and mental health providers to ensure seamless referral services.
- Participate in case conferences/care coordination and case reviews with colleagues and partnering agencies.

### **Documentation**

- Maintain documentation standards as set forth by the program contract and HYC policies.
- Complete paperwork on each face-to-face and telephone contact with the client, or with any collateral contact, by close of business on the next working day.
- Ensure all program data is accurate and entered into the appropriate program documentation system as contractually required (i.e. HMIS, internal spreadsheets, CES, etc.)
- Prepare case-related reports including but not limited to: demographics, outcomes, successes and challenges.
- Maintain complete and accurate documentation of service objectives and outcomes, as well as other information in accordance with Federal, State, County and HYC guidelines.

# EXHIBIT “B”

## Rates/Charges



**Helpline Youth Counseling, Inc.**  
**Case Management Services at City of Long Beach Multi-Service Center**  
**Project Budget and Narrative**

Line Item	Budget	Budget Narrative
<b>Personnel/Staffing</b>		
Homeless Services Case Manager (3 FTE)	\$ 34,321.32	3 FTE Homeless Services Case Managers will conduct client intake and assessment to evaluate client needs; connect clients to services based on need; develop and assist in the implementation of ongoing client service plans; maintain case records and required electronic reporting documentation in the Homeless Management Information System; pursue new referral contracts within the community; serve as a liaison and advocate for individuals and families experiencing homelessness; participate in case conferences and case reviews with colleagues, partnering agencies, and other supportive services; and facilitate referrals to a variety of agencies. Services will be provided for a three month period, with the option to renew for an additional three months at the discretion of the City of Long Beach.
Homeless Services Program Manager (.25 FTE)	\$ 4,062.50	0.25 FTE Homeless Services Manager will provide staff supervision, oversees daily operations and budget of homeless services programs. Reports directly to stakeholders in the community monthly and quarterly on goals and outcomes. Participate in resource sharing with partners that provide direct services.
QA Manager (.05 FTE)	\$ 937.50	Salary consistent with agency standards for Program positions based upon academic credentials and work experience to required responsibility of position. This position is allocated to the Program at 5% of time, with salary calculated at a monthly amount of \$312.5 x 3 months.
Clinical Supervisor (.05 FTE)	\$ 937.50	Salary consistent with agency standards for Program positions based upon academic credentials and work experience to required responsibility of position. This position is allocated to the Program at 5% of time, with salary calculated at a monthly amount of \$312.5 x 3 months.
Employee Benefits	\$ 7,677.54	
Administration Overhead	\$ 4,793.64	
<b>TOTAL</b>	<b>\$ 52,730.00</b>	

# EXHIBIT “C”

City’s Representative(s):

Erica Valencia-Adachi, Homeless  
Administrative Operations Officer

Office: 562.570.4017

[Erica.valencia-adachi@longbeach.gov](mailto:Erica.valencia-adachi@longbeach.gov)

Hanna Stribling, Mental Health Coordinator

Office: 562.570.4519

[Hanna.stribling@longbeach.gov](mailto:Hanna.stribling@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

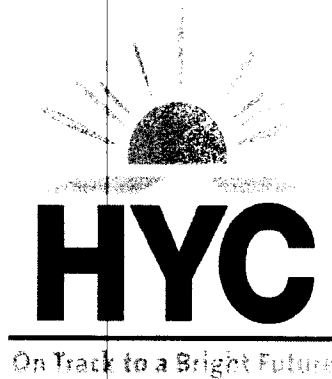
# EXHIBIT “E”

Consultant’s Key Employee(s):

Jeff Farber, Executive Director

Office: 562.273.0722

[jfarber@hycinc.org](mailto:jfarber@hycinc.org)



**Board of Directors Resolution 2020/21 - 03  
Helpline Youth Counseling, Inc.  
January 22, 2021**

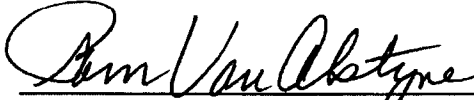
The following is a true resolution adopted at a duly called Board of Directors Meeting held on January 22, 2021 via Zoom at which meeting a quorum of Directors was present and voted:

**WHEREAS**, the Board of Directors of Helpline Youth Counseling, Inc. reviews a summary of all proposed programs prior to contracts being entered into and

**WHEREAS**, all programs are approved by the Board of Directors prior to contract execution.

**THEREFORE, BE IT RESOLVED**, that the Board of Directors of Helpline Youth Counseling, Inc. hereby authorizes the Executive Director, Jeffrey S. Farber, and/or the Controller, Jane Wu, of Helpline Youth Counseling, Inc., to sign on behalf of the organization letters of intent, submit proposals and negotiate and enter/bind into contracts, agreements, documents, leases and other instruments that are required by various public and private institutions with the authorization from the Board of Directors. .

**IN WITNESS THEREOF**, I have affixed my name as Secretary of this Corporation, this 22<sup>nd</sup> day of January 2021.

  
\_\_\_\_\_  
Pam Van Alstyne, Corporate Secretary