

1 CONTRACT

2 **29324**

3 THIS CONTRACT is made and entered, in duplicate, as of August 25, 2005  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on August 23, 2005, by and between PATHWAYS  
6 VOLUNTEER HOSPICE, a nonprofit California corporation, with offices located at 3300  
7 South Street, Suite 206, Long Beach, California 90805 ("Organization"), and the CITY OF  
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, Organization provides human or social services to very low, low  
10 and moderate income residents of the City; and

11 WHEREAS, City wishes to support these services by providing Social Service  
12 Grant Program funds; and

13 WHEREAS, the City Council has authorized the City Manager to enter a  
14 contract with Organization that provides the grant funding within a maximum amount and  
15 program accountability by the City; and

16 WHEREAS, Organization agrees to perform services and to provide City with  
17 the information and supporting documentation required herein;

18 NOW, THEREFORE, in consideration of the terms and conditions contained  
19 in the Contract, the parties agree as follows:

20 Section 1. The above recitals are true and correct and are incorporated in  
21 the Contract.

22 Section 2.A. Organization shall provide direct and indirect human or social  
23 services to very low, low and moderate income residents of the City based on Intake and  
24 Assessment in accordance with Attachment "A" entitled "Statement of Work", Attachment  
25 "B" entitled "Budget", Attachment "C" entitled "Certification Regarding Debarment", and  
26 Attachment "D" entitled "Certification of Lobbying", all of which are attached to the Contract  
27 and incorporated by reference.

28 B. Organization shall adhere to all applicable policies, procedures, rules and

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 regulations as established by the United States Department of Housing and Urban  
2 Development (HUD), Office of Management and Budget (OMB) Circulars, Code of Federal  
3 Regulations, United States Codes, City of Long Beach Grants Monitoring Guidelines, City's  
4 contract with HUD for funds, the Request for Proposal (RFP), Organization's proposal in  
5 response to the RFP, and all Information Bulletins issued by the City's Department of  
6 Health and Human Services, Homeless Services Division.

7 Section 3. The term of this Contract shall commence at midnight on  
8 October 1, 2005, and, unless sooner terminated as provided herein, shall terminate  
9 at 11:59 p.m. on August 31, 2006.

10 Section 4. A. Organization shall affirmatively and aggressively use its best  
11 efforts to seek and obtain all possible outside funding and in-kind cash match at a dollar  
12 for dollar rate of funds received from the City under this Contract.

13 B. Total disbursements made to the Organization under this Contract by City  
14 shall not exceed \$12,000.00 over the term of this Contract. These funds shall be used to  
15 provide services within the City of Long Beach. Upon execution of this Contract, City shall  
16 disburse the funds payable hereunder in due course of payments following receipt from  
17 Organization of billing statements in a form approved by City showing expenditures and  
18 costs identified in Attachment "B". At Organization's request in the form of a quarterly  
19 invoice, City will disburse an advance in an amount equal to approximately one (1) month's  
20 pro-rata share of the total amount of funds payable pursuant to this Contract, not to exceed  
21 Five Thousand Dollars (\$5,000.00). The advance disbursement will be deducted from the  
22 final payments to the Organization.

23 C. City shall pay to Organization the amounts specified in Attachment "B"  
24 for the categories, criteria and rates established in that Attachment. Organization may with  
25 the prior written approval of the Director of City's Department of Health and Human  
26 Services, or his designee, make adjustments within and among the categories of  
27 expenditures in Attachment "B" and modify the performance to be rendered hereunder  
28 stated in Attachment "A" provided, however, that such adjustment in expenditures shall not

1 cause the amount of the total budget stated in Attachment "B" to be exceeded.

2           Organization shall prepare quarterly invoices and submit them to City within  
3 fifteen (15) days after the end of the quarter in which the Organization provided services.  
4 Organization shall attach documentation to each invoice that evidences the amounts  
5 shown on the invoice and the amounts of required matching funds. Failure to submit an  
6 invoice and its accompanying documentation within the 15-day period may result in late  
7 payment from the City. Submission of incorrect invoices or inadequate documentation  
8 shall result in the suspension of payment from the City and the Organization must respond  
9 to the City with corrective action within fifteen (15) business days after the suspension  
10 date. Failure to respond to the City within fifteen (15) business days will result in the return  
11 of the original invoice with accompanying documentation for corrections and resubmission  
12 to the City. City reserves the right to refuse payment of an invoice received by it sixty (60)  
13 days after Organization provided the services relating to that invoice or for the unauthorized  
14 expense of funds requiring written approval for budget changes or modifications.

15           D. City reserves the right to suspend payment of invoices in the event of non-  
16 compliance regarding, but not limited to, submission of reports and/or insurance  
17 certifications.

18           E. Each calendar quarter Organization shall, no later than fifteen (15) days  
19 after the end of each quarter, submit to the City copies of cancelled checks and other  
20 documents supporting the charges and required matching funds in the invoices submitted  
21 during the previous quarter.

22           Section 5. A. Organization's records relating to the performance of this  
23 Contract shall be kept in accordance with generally accepted accounting principles and in  
24 the manner prescribed by City. Organization's records shall be current and complete. City  
25 and HUD shall have the right to examine, copy, inspect, extract from, and audit financial  
26 and other records related to this Contract during Organization's normal business hours to  
27 include announced and unannounced site visits during the term of the Contract. If  
28 examination of these financial and other records by City and/or HUD reveals that

1 Organization has not used these grant funds for the purposes and on the conditions stated  
2 in this Contract, then Organization covenants, agrees to and shall immediately repay all  
3 or that portion of the grant funds which were improperly used. If Organization is unable to  
4 repay all or that portion of the grant funds, then City will terminate all activities of  
5 Organization under this Contract and pursue appropriate legal action to collect the funds.

6 B. In addition, Organization shall provide any information that the City Auditor  
7 and other City representatives require in order to monitor and evaluate Organization's  
8 performance hereunder. City reserves the right to review and request copies of all  
9 documentation related to the program funded by this Contract (i.e. case files, program files,  
10 policies and procedures). Organization shall provide all reports, documents or information  
11 requested by City within three (3) days after receipt of a written or oral request from a City  
12 representative, unless a longer period of time is otherwise expressly stated by said  
13 representative.

14 C. Within fifteen (15) days after the end of each quarter in which  
15 Organization provided services, Organization shall submit performance reports certified by  
16 one of Organization's officers or its Executive Director identifying the services performed.

17 D. If Organization spends \$500,000 or more in Federal funds in an  
18 Operational Year, then Organization shall submit an audit report to City in accordance with  
19 OMB Circular A-133 no later than thirty (30) days after receipt of the audit report from  
20 Organization's auditor or no later than nine (9) months after the end of the Operational  
21 Year. If Organization spends less than \$500,000 in Federal grant funds in an Operational  
22 Year, submission of the audit report is optional.

23 Section 6. In the performance of this Contract, Organization shall not  
24 discriminate against any employee, applicant for employment or service, or subcontractor  
25 because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status,  
26 condition, age, disability, or handicap. Organization shall take affirmative action to assure  
27 that applicants are employed or served, and that employees and applicants are treated  
28 during employment or services without regard to these categories. Such action shall

1 include but not be limited to the following: employment, upgrading, demotion or transfer;  
2 recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of  
3 compensation; and selection for training, including apprenticeship.

4 Organization shall permit access by City or any other agency of the county,  
5 state or federal governments to Organization's records of employment, employment  
6 advertisements, application forms and other pertinent data and records for the purpose of  
7 investigation to ascertain compliance with the fair employment practices provisions of this  
8 Contract.

9 Section 7. A. In performing services hereunder, Organization is and shall act  
10 as an independent contractor and not as an employee, representative, or agent of City.  
11 Organization's obligations to and authority from the City are solely as prescribed herein.  
12 Organization expressly warrants that it will not, at any time, hold itself out or represent that  
13 Organization or any of its agents, volunteers, subscribers, members, officers or employees  
14 are in any manner officials, employees or agents of City. Organization shall not have any  
15 authority to bind City for any purpose.

16 B. Organization acknowledges and agrees that a) City will not withhold taxes  
17 of any kind from Organization's compensation, b) City will not secure workers'  
18 compensation or pay unemployment insurance to, for or on Organization's behalf, and c)  
19 City will not provide and Organization and Organization's employees are not entitled to any  
20 of the usual and customary rights, benefits or privileges of City employees.

21 Section 8.A. This Contract contemplates the personal services of  
22 Organization and Organization's employees. Organization shall not delegate its duties or  
23 assign its rights hereunder, or any interest herein or any portion hereof, without the prior  
24 written consent of City. Any attempted assignment or delegation shall be void, and any  
25 assignee or delegate shall acquire no right or interest by reason of such attempted  
26 assignment or delegation.

27 B. Organization shall not discriminate against any employee or applicant for  
28 employment because of race, color, national origin, ancestry, sex, age, religion, physical

1 and mental disability, handicap, medical condition, marital status, AIDS/HIV status, or  
2 sexual orientation. Such actions shall include, but are not limited to, the following:  
3 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff  
4 or termination, rates of pay, or other forms of compensation; and selection of training,  
5 including apprenticeship.

6 Section 9. Organization shall indemnify and hold harmless the City, its  
7 Boards, Commissions, and their officials, employees and agents (collectively in this Section  
8 "City") against any and all liability, claims, demands, damage, causes of action,  
9 proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs,  
10 and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include  
11 allegations and include by way of example but are not limited to: Claims for property  
12 damage, personal injury or death arising in whole or in part from any negligent act or  
13 omission of Organization, its officers, employees, agents, subcontractors, or anyone under  
14 Organization's control (collectively "Indemnitor"); Organization's breach of this Agreement;  
15 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating  
16 in any way to workers' compensation. Independent of the duty to indemnify and as a free-  
17 standing duty on the part of Organization, Organization shall defend City and shall continue  
18 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.  
19 Organization shall notify the City of any Claim within ten (10) days. Likewise, City shall  
20 notify Organization of any Claim, shall tender the defense of such Claim to Organization,  
21 and shall assist Organization, as may be reasonably requested, in such defense.

22 Section 10. Organization shall procure and maintain at Organization's  
23 expense (which expense may be submitted to City for reimbursement from grant funds  
24 allocated to the Organization if itemized on Attachment "B") for the duration of this Contract  
25 the following insurance and bond against claims for injuries to persons or damage to  
26 property which may arise from or in connection with the performance of this Contract by  
27 the Organization, its agents, representatives, employees, volunteers or subcontractors.

28 (a) Commercial general liability insurance (equivalent in scope to ISO

1 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One  
2 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars  
3 (\$2,000,000) general aggregate. Such coverage shall include but not be  
4 limited to broad form contractual liability, cross liability, independent  
5 contractors liability, and products and completed operations liability. The  
6 City, its officials, employees and agents shall be named as additional  
7 insureds by endorsement (on City's endorsement form or on an endorsement  
8 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
9 this insurance shall contain no special limitations on the scope of protection  
10 given to the City, its officials, employees and agents.

11 (b) Workers' Compensation insurance as required by the Labor Code  
12 of the State of California and employer's liability insurance in an amount not  
13 less than One Million Dollars (\$1,000,000).

14 (c) Professional liability or errors and omissions insurance in an  
15 amount not less than One Million Dollars (\$1,000,000) per claim.

16 (d) Commercial automobile liability insurance (equivalent in scope to  
17 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount  
18 not less than Five Hundred Thousand Dollars (\$500,000) combined single  
19 limit per accident.

20 (e) Blanket Honesty Bond in an amount equal to at least fifty percent  
21 (50%) of the total amount to be disbursed to Organization hereunder or  
22 Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard the  
23 proper handling of funds by employees, agents or representatives of  
24 Organization who sign as the maker of checks or drafts or in any manner  
25 authorize the disbursement or expenditure of said funds.

26 (f) If delivering services to minors, seniors, or persons with disabilities,  
27 Organization's Commercial General Liability insurance shall not exclude  
28 coverage for abuse and molestation. If Organization is unable to provide

1 abuse and molestation coverage, it can request a waiver of this coverage  
2 from the City. City's Risk Manager will consider waiving the requirement if  
3 Organization can demonstrate to the satisfaction of the City's Risk Manager  
4 that Organization has no exposure, that the coverage is unavailable, or that  
5 the coverage is unaffordable. If a request for a waiver is desired,  
6 Organization must submit a signed document on Organization's letterhead  
7 to the Director of City's Department of Health and Human Services, who will  
8 forward it to the City's Risk Manager, providing reasons why the insurance  
9 coverage should be waived. Waivers will be considered on a case by case  
10 basis.

11 Any self-insurance program, self-insured retention, or deductible must be  
12 separately approved in writing by City's Risk Manager or designee and shall protect City,  
13 its officials, employees and agents in the same manner and to the same extent as they  
14 would have been protected had the policy or policies not contained retention or deductible  
15 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
16 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,  
17 and shall be primary and not contributing to any other insurance or self-insurance  
18 maintained by City. Organization shall notify the City in writing within five (5) days after any  
19 insurance required herein has been voided by the insurer or cancelled by the insured.

20 Organization shall require that all contractors and subcontractors which  
21 Organization uses in the performance of services hereunder maintain insurance in  
22 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or  
23 designee.

24 Prior to the start of performance or payment of first invoice, Organization shall  
25 deliver to City certificates of insurance and required endorsements for approval as to  
26 sufficiency and form. The certificate and endorsements for each insurance policy shall  
27 contain the original signature of a person authorized by that insurer to bind coverage on  
28 its behalf. In addition, Organization, shall, within thirty (30) days prior to expiration of the



1 insurance required herein, furnish to City certificates of insurance and endorsements  
2 evidencing renewal of such insurance. City reserves the right to require complete certified  
3 copies of all policies of Organization and Organization's contractors and subcontractors,  
4 at any time. Organization shall make available to City's Risk Manager or designee all  
5 books, records and other information relating to the insurance coverage required herein,  
6 during normal business hours.

7 Any modification or waiver of the insurance requirements herein shall only  
8 be made with the approval of City's Risk Manager or designee. Not more frequently than  
9 once a year, the City's Risk Manager or designee may require that Organization,  
10 Organization's contractors and subcontractors change the amount, scope or types of  
11 coverages required herein if, in his or her sole opinion, the amount, scope, or types of  
12 coverages herein are not adequate.

13 The procuring or existence of insurance shall not be construed or deemed  
14 as a limitation on liability relating to Organization's performance or as full performance of  
15 or compliance with the indemnification provisions of this Contract.

16 Section 11. A. Organization shall comply with all requirements of City's  
17 Municipal Code relating to building code standards in undertaking any activities or  
18 renovations using grant funds.

19 B. Organization shall not commence services until the City's Planning and  
20 Building Department has completed an environmental review under 24 CFR Part 58, and  
21 Organization shall not commence such services until City informs Organization of the  
22 completion and conditions of said environmental review.

23 C. Organization shall provide reports as required by City and HUD and as  
24 required herein.

25 D. In addition to, and not in substitution for, other terms of this Contract  
26 regarding the provision of services Organization shall:

- 27 (1) Not represent that it is, or may be deemed to be, a religious or  
28 denominational institution or organization or an organization operated for

1 religious purposes which is supervised or controlled by or in connection with  
2 a religious or denominational institution or organization;

3 (2) Not, in connection with costs of its services hereunder, engage in  
4 the following conduct:

5 a. It shall not discriminate against any employee or applicant for  
6 employment on the basis of religion;

7 b. It shall not discriminate against any person seeking housing or  
8 related supportive services only on the basis of religion and will not limit such  
9 services or give preference to persons on the basis of religion;

10 c. It shall provide no religious instruction or counseling, conduct no  
11 religious worship or services, engage in no religious proselytizing, and exert  
12 no other religious influence in the provision of services or the use of facilities  
13 and furnishings;

14 d. The portion of the facility used for housing or supportive services  
15 only assisted in whole or in part under this Contract or in which services are  
16 provided which are assisted under this Contract shall contain no sectarian  
17 religious symbols or decorations.

18 E. Organization shall provide homeless individuals with assistance in  
19 obtaining:

20 (1) Appropriate supportive services, including transitional housing,  
21 permanent housing, physical health treatment, mental health treatment,  
22 counseling, supervision, and other services essential for achieving  
23 independent living; and

24 (2) Other federal, state, and local private assistance available for  
25 such individuals, including mainstream resources.

26 F. Organization certifies that it will comply with 24 CFR Part 583 and such  
27 other requirements as from time to time may be promulgated by HUD.

28 G. Organization shall execute a Certification Regarding Debarment in the

1 form shown on Attachment "C".

2 H. Organization shall execute a Certification Regarding Lobbying in the form  
3 shown in Attachment "D".

4 Section 12. All notices required hereunder shall be in writing and personally  
5 delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested,  
6 to City at 2525 Grand Avenue, Long Beach, California 90815 Attn: Manager, Bureau of  
7 Human and Social Services, and to Organization at the address first stated herein. Notice  
8 shall be deemed given on the date personal delivery is made or the date shown on the  
9 return receipt, whichever first occurs. Notice of change of address shall be given in the  
10 same manner as stated herein for other notices.

11 Section 13. The City Manager or designee is authorized to administer this  
12 Contract and all related matters, and any decision of the City Manager or designee in  
13 connection herewith shall be final.

14 Section 14. Organization shall have the right to terminate this Contract at any  
15 time for any reason by giving thirty (30) days' prior notice of termination to City, and City  
16 shall have the right to terminate all or any part of this Contract at any time for any reason  
17 or no reason by giving five (5) days' prior notice to Organization. If either party terminates  
18 this Contract, all funds held by the Organization under this Contract which have not been  
19 spent on the date of termination shall be returned to City.

20 Section 15. This document constitutes the entire understanding of the parties  
21 and supersedes all other agreements, oral or written, with respect to the subject matter  
22 herein. This Contract shall not be amended, nor any provision or breach hereof waived,  
23 except in writing by the parties which expressly refers to this Contract.

24 Section 16. This Contract shall be governed by and construed pursuant to  
25 the laws of the State of California.

26 Section 17. This Contract including all attachments shall not be amended,  
27 nor any provision or breach hereof waived, unless in writing signed by the parties which  
28 expressly refers to this Contract, and except to the extent that amendment is allowed

Robert E. Shannon  
City Attorney of Long Beach  
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Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 pursuant to Section 4.C. hereof.

2 Section 18. In the event of any conflict or ambiguity between this Contract  
3 and one or more attachments, the provisions of this Contract shall govern.

4 Section 19. The acceptance of any service or payment of any money by City  
5 shall not operate as a waiver of any provision of this Contract, or of any right to damages  
6 or indemnity stated herein. The waiver of any breach of this Contract shall not constitute  
7 a waiver of any other or subsequent breach of this Contract.

8 Section 20. Organization certifies that it has established a Drug-free  
9 Awareness Program in compliance with Government Code Section 8355, that it has given  
10 a copy of said Program to each employee who performs services hereunder, that  
11 compliance with the Program is a condition of employment, and that it has published a  
12 statement notifying employees that unlawful manufacture, distribution, dispensation,  
13 possession, or use of a controlled substance is prohibited and action will be taken for  
14 violation.

15 Section 21. City shall facilitate the submission of all reports required by HUD  
16 based on information submitted by Organization to City. City shall act as the primary  
17 contact for Organization to HUD for services provided under this Contract. City shall  
18 facilitate directly to HUD the submission of any information related to all financial and  
19 programmatic matters in this Contract.

20 IN WITNESS WHEREOF, the parties have caused this document to be duly

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Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 executed with all formalities required by law as of the date first stated above.

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PATHWAYS VOLUNTEER HOSPICE, a  
nonprofit California corporation

October 13, 2005

By Jane Dubois  
President

JANE DUBOIS  
(Type or Print Name)

October 13, 2005

By Mark J. Real  
Secretary

Mark J. Real  
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

NOV 4, 2005

By Marc A. Quinn  
City Manager

"City"

APPROVED AS TO FORM

10/27, 2005  
ROBERT E SHANNON, City Attorney

BY D. J. Quinn  
SENIOR DEPUTY CITY ATTORNEY

DFG:dfe 09/19/05 (AGR\_05-06-1736FamilyCrisisCtr) #05-04274  
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# Attachment “A”

**City of Long Beach  
Social Service Grant (SSG) Program 2005-2006  
Scope of Work**

**AGENCY NAME:** Pathways Volunteer Hospice

**CONTRACT NUMBER:** \_\_\_\_\_

**Program Objective:** To promote a healthy grieving response in children and teenagers who live in the city of Long Beach and who have experienced the loss of a loved one; to train teachers, counselors and other staff in LUBSD to recognize the symptoms of grieving in children and teenagers and refer them to services; and recruit new volunteer to work with the project.

Goals:	Total Goals (1-Year)	QUARTER 1 10/1-12/31		QUARTER 2 1/1-3/31		QUARTER 3 4/1-6/30		QUARTER 4 7/1-8/30	
		Actual	Cumulative	Actual	Cumulative	Actual	Cumulative	Actual	Cumulative
1. To promote a healthy grieving response among 67 Long Beach youth who have lost a loved one.	67								
2. To make 10 presentations to train teachers and counselors in LBUSD to recognize and refer grieving youth	10								
3. To recruit 12 new volunteers to work in the Grief Support Project.	12								
<b>Total Unduplicated Clients Served:</b>	<b>67</b>								

ATTACHMENT A  
PAGE 1 OF 1 PAGES

*SW*  
*Kjz*

# Attachment “B”



**CITY OF LONG BEACH**  
**Social Services Grant Program 2005-2006**  
Program Budget for Pathways Volunteer Hospice City Contract #

ITEM/PERSONNEL	ALLOCATION	BUDGET JUSTIFICATION
1. Bereavement Coordinator - .30 FTE	\$6,480	Provides direct services to targeted children and communicates with parents on grief strategies; conducts in-service training in the schools and community.
2. Director of Operations - .10 FTE	\$4,560	Responsible for outreach to the schools and community centers to establish venues for program delivery.
<b>TOTAL PERSONNEL</b>	<b>\$11,040</b>	<b>Total Personnel to be Reimbursed</b>
<b>OPERATIONS</b>		
1. Bereavement Supplies	\$960	Program supplies; notebooks, booklets, bereavement props and journals
<b>TOTAL OPERATIONS</b>	<b>\$960</b>	<b>Total Operations to be Reimbursed</b>
<b>TOTAL PROGRAM BUDGET/CLB CONTRACT</b>	<b>\$12,000</b>	<b>Total Program Amount to be Reimbursed</b>

SSG 05-06 Pathways Volunteer Hospice

ATTACHMENT B  
PAGE 1 OF 1 PAGES

*KJC*

# Attachment “C”

## CERTIFICATION REGARDING DEBARMENT

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.
3. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The recipient of Federal assistance funds agrees by submitting this document that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the departmental or agency with which this transaction originated.
5. The recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from procurement or non-procurement programs.
7. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may purse available remedies, including suspension and/or debarment.

*KAR*

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

- ~~1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.~~
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: \_\_\_\_\_ Contract Agency: Pathways Volunteer Hospice

Name and Title of Authorized Representative: KJR Kirk J. Real, Secretary

Kirk J. Real  
Signature

October 13, 2005  
Date

KJR

# Attachment “D”

## CERTIFICATION REGARDING LOBBYING

Contractor(s) and lobbyist firm(s), as defined in the Los Angeles County Code Chapter 2.160 (ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

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

Agreement Number: \_\_\_\_\_ Contract Agency: Pathways Volunteer Hospice

Name and Title of Authorized Representative: Kirk J. Real, Secretary

Kirk J. Real  
Signature

October 13, 2005  
Date

ATTACHMENT D  
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[Signature]