County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459

PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

July 7, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

RECOMMENDATION TO EXTEND THE HOUSING LOCATOR CONSULTANT SERVICES CONTRACT FOR GENERAL RELIEF SINGLE ADULTS (ALL DISTRICTS – 3 VOTES)

SUBJECT

The Department of Public Social Services (DPSS) continues to require the services of the Weingart Center Association (WCA) for the provision of Housing Locator Consultant Services for General Relief (GR) Single Adults.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment Number Four to extend the Housing Locator Consultant Services for GR Single Adults contract with WCA commencing August 1, 2009 or the day after Board approval, whichever is later, through July 31, 2010. The contract maximum amount is estimated at $200,000, fully funded with County General Fund and is included in the 2009-2010 Adopted Budget.

PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION

The purpose of the request is to extend the current Housing Locator Consultant Services contract for GR Single Adults with WCA for an additional one-year term.

On October 7, 2008, the Board of Supervisors approved DPSS' recommendation to terminate the Housing Locator Services for Homeless CalWORKs Welfare-to-Work Families contract on December 15, 2008, while the Housing Locator Consultant Services for GR Single Adult component of the contract will remain in place through July 31, 2009.

The County has the need for the Contractor's special expertise and experience for the following: 1) providing housing locator consultant services and innovative solutions to address the barriers of homeless GR Single Adults; and 2) providing assistance to County staff who are tasked with placing homeless GR Single Adults in affordable rental housing in Los Angeles County, who are participating in the GR Housing Subsidy and Case Management Pilot and the GR to Social Security Income Pilot.

The Housing Locator Consultant Services contract for GR Single Adults with WCA provides a monthly database of 200 bona fide available rental housing units willing to rent to homeless GR Single Adults countywide. In addition, the Contractor assists County staff in the GR Housing Subsidy and Case Management Pilot and the GR to Supplemental Security Income Pilot with the placement of homeless GR Single Adults in affordable rental housing units in Los Angeles County.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #2: Children, Family, and Adult Well-Being – Strategy 1, Client-Centered Integrated Services: Develop and implement client-centered approaches through integrated services and best practices; Strategy 5, Maximize Resources: Maximize existing resources and program effectiveness through program evaluation and improved data management; and Goal #3: Community and Municipal Services – Strategy 4, Housing Opportunities: Promote a wide range of housing opportunities to meet the needs of persons of all income levels and those with special needs.

FISCAL IMPACT/FINANCING

The contract maximum amount for the Housing Locator Consultant Services for GR Single Adults is $200,000, fully funded with County General Fund and is included in the 2009-2010 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment Number Four will commence on August 1, 2009, or the day after Board approval, whichever is later, and will continue through July 31, 2010.

The award of this contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contracts will include performance outcome measures that will measure the Contractor's performance. The Contractor will not be asked to perform services which will exceed the contract's scope of work and/or term of the contract.

The County may terminate this contract for convenience with 30 calendar days' written notice. The contract also contains provisions that limit the County's obligation if funding is not appropriated by your Board for each year of the contract.

Since the recommended contract requires housing locator resources to serve the homeless GR Single Adults which are not routinely performed by County staff, County Counsel and the Auditor-Controller have agreed that this contract is non-Prop A.

County Counsel and the Chief Executive Office have reviewed this Board letter and the amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors is requested to return one adopted stamped Board letter and four (4) original signed copies of the Amendment to the Director of DPSS.

Respectfully submitted,

Philip L. Browning
Director

PLB:EK:dj

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

AMENDMENT NUMBER FOUR TO THE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND WEINGART CENTER ASSOCIATION FOR THE PROVISIONS OF THE HOUSING LOCATOR CONSULTANT SERVICES FOR GENERAL RELIEF SINGLE ADULTS CONTRACT # 75837

Reference is made to the document entitled *"Contract By and Between County of Los Angeles and Weingart Center Association for Housing Locators Services for Housing Locator Consultant Services for General Relief Single Adults"*, dated July 25, 2006, and further identified as Contract #75837 (hereinafter referred to as "Contract").

WHEREAS, Terms and Condition, Section 8.7, Changes and Amendments of Terms, Sub-Section 8.72, for any revision, which materially affects the scope of work of any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors.

WHEREAS, Amendment Number One extended the term of the Contract from August 1, 2007 through July 31, 2008, and was executed on July 30, 2007.

WHEREAS, Amendment Number Two changed the basic compensation of the Housing Locator Services for CalWORKs Welfare-to-Work Contract and was executed on September 25, 2007.

WHEREAS, Amendment Number Three extended the term of the Contract from August 1, 2008 through July 31, 2009, and was executed on July 22, 2008.

WHEREAS, on October 7, 2008, the County Board of Supervisors approved the Department of Public Social Services' (DPSS) recommendation to terminate the Housing Locator Services for Homeless CalWORKs Welfare-to-Work Families contract on December 15, 2008 while the Housing Locator Consultant Services for the General Relief Single Adult segment of the contract shall remain in place through July 31, 2009.

WHEREAS, the Housing Locator Consultant Services for General Relief Single Adults is not a Prop A contract and funding is part of a Board-approved on-going Homeless Prevention Initiative that is included in the 2009-10 Proposed Budget and can be extended for the fourth (4^{th}) year without pursuing a competitive solicitation process.

THEREFORE, effective the day after approval by the Board of Supervisors, the Contract is amended as follows:

A. Section 2.0 – Definitions, is amended to add the following:

General Relief Homeless Case Manager (GRHCM) – is a Gain Services Worker (GSW) responsible for providing intensive case management services to eligible GR Housing Subsidy and Case Management Pilot participants while connecting them to necessary supportive services.

General Relief to Supplemental Security Income Pilot (GR-to-SSI) – is a pilot project implemented to assist GR participants who have been receiving GR benefits for the longest period of time transition to SSI.

Social Worker (SW) – a person who provide intensive case management services and Social Security Income (SSI) advocacy services to the GR-to-SSI Pilot participants throughout the entire SSI application process.

Social Services Supervisor (SSS) – a person who shall provide supervision to Social Workers functioning as SSI Advocates.

B. **Section 5.0 - Term of Contract, the first paragraph is amended by adding the following paragraph to read as follows:**

The term for Amendment Number Four applies only to the Housing Locator Consultant Services for General Relief Single Adults services component, and extends the term for one year effective August 1, 2009, or one day following Board approval, whichever is later, and continuing through July 31, 2010.

C. **Section 8.0 – Terms and Conditions, Subsection 8.56, Termination of Non-Appropriation of Funds, is deleted in its entirety to read as follows:**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any fiscal year unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

D. **Section 8.9 - Compliance with Civil Rights Laws, is deleted in its entirety and replaced with the following:**

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

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

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training (Attachment Q);

- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS *Language Designation* form (PA 481) or similar form the contractors already have in place. (Note: Similar forms that the contractors use must be forwarded to DPSS for clearance).

- Ensuring that notices sent to participants are in their respective designated/preferred language;

- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;

- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;

- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and

- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

E. **Attachment A – Statement of Work, Part A, Housing Locator Services for Homeless CalWORKs WtW Families, is deleted in its entirety.**

F. **Attachment A - Statement of Work, Part B, Housing Locator Consultant Services for General Relief Single Adults, Section 1.0, Overview, is amended to read as follows:**

County has the need for the Contractor's special expertise and experience for the following: 1) provide housing locator consultant services and innovative solutions to address the barriers of homeless General Relief (GR) Single Adults; and 2) assist County staff who will be operating the GR Housing Subsidy and Case Management Pilot and the General Relief to Social Security Income (GR-to-SSI) Housing Subsidy Pilot with the placement of homeless GR Single Adults in affordable rental housing in Los Angeles County.

Two (2) Housing Locator Consultants under this contract will perform the duties required in this contract. The GR program is a County-funded program that is subject to County rules and regulations. When operating under this program, Contractor will be required to abide by the GR Program's County policies and regulations, generally defined throughout this Contract as "Applicable GR Policies and Regulations".

General Relief (GR) Housing Subsidy and Case Management Pilot

The GR Housing Subsidy and Case Management Project is designed to assist individuals who have been homeless, and was modeled after San Francisco's "Care Not Cash" program, as well as DPSS services for CalWORKs (CW) homeless families. The objective of the Project is to test whether assisting the homeless GR population with a rent subsidy, and coordinating access to other necessary supportive services, reduces homelessness, increases employment, and/or increases receipt of SSI benefits. The GR Housing Subsidy provides up to $300 toward GR participant's monthly rent. This program also provides up to $500 in a one-time only payment for items such as security deposit, stove and/or refrigerator (if not already in the apartment), and utility deposits.

The pilot will be staffed with twelve (12) DPSS GRHCMs. In addition, contracted GR Housing Locator Consultants will assist the DPSS GRHCMs.

General Relief to Supplemental Security Income (GR-to-SSI) Pilot

The GR-to-SSI Project was implemented in September 17, 2008. The goal of this project is to assist 1,000 GR participants who have been receiving GR benefits for the longest consecutive period of time transition to Supplemental Security Income (SSI). If approved for SSI, these individuals will receive approximately $907 a month versus the $221 a month GR grant.

The GR-to-SSI Housing Subsidy component will be added to this GR Consultant Services Contract effective August 1, 2009, to assist the homeless participants enrolled in this pilot project locate permanent housing. The GR-to-SSI Housing Subsidy would provide housing subsidies up to $500 per month to approximately **500** homeless GR-to-SSI participants.

The pilot staff consists of 17 Social Workers (SWs) and their Social Services Supervisors (SSSs). In addition, contracted GR Housing Locator Consultants will assist the DPSS SWs.

G. **Attachment A - Statement of Work, Part B, Housing Locator Consultant Services for General Relief Single Adults, Section 1.1, Caseload Characteristics, is amended to read as follows:**

The objective of the GR Housing Subsidy and Case Management Pilot is to assist three (3) targeted homeless GR populations with a rental subsidy, while coordinating access to other necessary supportive services. The three (3) target populations are:

1) Employable GR participants;
2) GR participants who have filed for Supplemental Security Income benefits; and
3) The chronically homeless GR participants

Co-existent barriers often accompany homelessness, which may include the following:

- Unemployment or low income;
- Mental health and/or substance abuse;
- History of incarceration;
- Bad credit, or no credit
- Eviction histories; and
- Domestic violence.

Pilot guidelines will include the following criteria for GR homeless participants:

- Participation in the Pilot is voluntary;
- Shared housing arrangements are acceptable (contingent upon landlord/property owner approval);
- Family or friends acting as landlords in an existing commercial unit or single or multi-family dwelling are excluded; and
- Failure to comply with the program requirements will terminate the subsidy.

The GR Housing Subsidy and Case Management Pilot is operational in the following six General Relief District offices:

Civic Center, District #14	813 E. Fourth Place, Los Angeles, 90013

Metro Special, District #70	2707 S. Grand Ave. Los Angeles, 90007
Southwest Special, District #8	1819 W. 120th St., Los Angeles, 90047
South Special, District #7	17600 "B" Santa Fe Ave., Rancho Dominguez, 90221
Rancho Park, District #60	11110 W. Pico Blvd., Los Angeles, 90064
Lancaster, District #67	337 East Avenue K-10, Lancaster, 93535

DPSS will implement the GR-to-SSI Housing Subsidy Pilot Project in the following fourteen General Relief District offices:

Civic Center #14	813 E. 4th St., Los Angeles, CA 90013
Metro East #15	2855 E. Olympic Blvd., Los Angeles, CA 90023
Wilshire Special #10	2415 W. Sixth St., Los Angeles, CA 90057
Rancho Park #60	10961 Pico Blvd., Los Angeles, CA 90064
South Special #07	17600 "B" Santa Fe Ave., Rancho Dominguez, CA 90221
Metro Special #70	2707 S. Grand Ave., Los Angeles, CA 90007
Glendale #02	4680 San Fernando Rd., Glendale, CA 91205
Pasadena #03	955 N. Lake Ave., Pasadena, CA 91104
San Gabriel Valley #20	3352 Aerojet Ave., El Monte, CA 91731
Pomona #36	2040 W. Holt Ave., Pomona, CA 91768
South Central #27	10728 S. Central Ave., Los Angeles, CA 90059
Southwest Special #08	1819 W. 120th St., Los Angeles, CA 90047
Lancaster #67	337 E Avenue K10, Lancaster, CA 93535
East Valley – San Fernando #32	9188 Glenoaks Blvd., Sun Valley, CA 91352

Contractor will be mindful of the barriers that the GR population must overcome while assisting DPSS' GRHCMs with locating rental housing for homeless GR Single Adults.

H. **Attachment A - <u>Statement of Work, Part B,</u> Housing Locator Consultant Services for General Relief Single Adults, <u>Section 1.2 - Scope of Work – Consultant Activities</u>, is amended to read as follows:**

The Contractor shall meet the expectations as detailed in Part B, SOW. Throughout, Contractor shall recruit, hire, train and supervise at minimum, two (2) Housing Locator Consultants qualified to collaborate with GRHCM and SWs who will assist eligible homeless GR Single Adults move into rental housing. Contractor will ensure the knowledge and skills of the staff hired as Housing Locator consultants for the project are appropriate for the work to be performed.

Housing Locator Consultants will provide all management/administrative services, supervision, personnel, materials and other items or services necessary to assist GRHCMs and SWs in locating and providing rental housing information services to homeless GR Single Adults who may have economic, educational, and/or social barriers.

Contractor shall canvass legitimate commercial housing rental properties (sub-standard housing is not allowed) throughout Los Angeles County to rent to homeless GR Single Adults and to accept a rental subsidy. Acceptable housing rental properties include, but are not limited to:

- Single-room occupancy hotels;
- Commercial apartment buildings;
- Other legitimate rental dwellings (e.g., mobile homes, etc.);

- Shared housing opportunities (e.g., rooms for rent, roommate opportunities, etc.); and
- Subsidized housing.

I. **Attachment A - Statement of Work, Part B, Housing Locator Consultant Services for General Relief Single Adults, Section 1.3 - Contractor Duties, is deleted in its entirety to read as follows:**

Contractor shall:

1.3.1 Develop, maintain, and provide a database that is user-friendly (in Excel format), of available rental housing units (landlord/real estate property managers, rental housing agencies, etc.) to include a description of the rental units (e.g., single, one bedroom, two bedroom, kitchen/no kitchen, etc.) willing to rent to homeless GR Single Adults, and locate rental housing units identified as handicap accessible (which will be identified in the Housing Locator's database) that will comply with the Americans with Disability Act (ADA) requirements. The listing should allow the user to sort by address, property owner, and type of housing, rental amount, and description.

The first database submission and succeeding submissions shall be:
1) submitted timely on the first workday of every month; and
2) submitted in a format approved by the County as an acceptable format as described above.

1.3.2 Outreach to landlords willing to rent to homeless GR Single Adults and provide necessary information relating to the project.

1.3.3 Contractor shall provide 200 monthly housing units per month and shall be presented in two (2) categories as follows:
1) Fifty (50) percent of the 200 units must rent for $436 or less;
2) Fifty (50) percent of the 200 units must rent for $437 to no more than $636.

1.3.4 Update the Housing Listing on a monthly basis with the number of available beds per room, and delete rental housing units with no vacancies or available beds. County understands that the provided list is subject to daily changes.

1.3.5 Conduct an initial inspection; complete the Inspection/Screening Form (Technical Exhibit 7) before adding property to the housing listing.

1.3.6 Conduct follow-up inspections of twenty (20) percent of all properties every three (3) months to ensure that they continue to meet the basic safety and health requirements. Based on the inspection findings, remove all properties that do not meet the basic safety and health requirements from the housing listing.

1.3.7 Ensure that the rental housing units conform to the Los Angeles County Health and Safety Code, Title 11, 11.20.260; dwelling requirements.

1.3.8 Ensure that the rental housing units conform to the Los Angeles County Health and Safety Code, Title 11, 11.20.280 – 11.20.300; air space requirements.

1.3.9 Answer, as needed, questions and/or concerns of the GRHCMs and SWs about Housing Locator guidelines, procedures, and material within stipulated business hours of 8:00 a.m. to 5:00 p.m., Mondays to Fridays, except on designated holidays.

1.3.10 Respond to ninety-five (95) percent of all inquiries received within forty-eight (48) business hours.

1.3.11 Act as a liaison between the rental property owners/landlords and GRHCMs and SWs in unusual situations, upon request by GRHCMs or SWs.

1.3.12 Provide informational guidance or training to GRHCMs and SWs to educate homeless GR Single Adults on housing issues, such as:

- Landlord/tenant education;
- Coaching techniques to communicate with potential landlords;
- Information, resources, tools and skills to enable the GRHCMs and SWs are able to help GR Single Adults overcome barriers, and enhance their changes of finding affordable housing to rent.

J. **Attachment A - <u>Statement of Work, Part B,</u> Housing Locator Consultant Services for General Relief Single Adults, <u>Section 1.4 – Performance Outcome Measures</u>, is deleted in its entirety to read as follows:**

Section 1.4 PERFORMANCE OUTCOME MEASURES

The proposed Contract will include five (5) Performance Outcome Measures that will measure the Contractor's performance related to the Housing Locator Consultant Services for GR Single Adults. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as detailed in Section 8.7, Changes and Amendments of Terms.

These measures, as applied to housing locators consulting services are as follows.

- The GRHCMs and SWs are able to use the 200 housing unit listing provided by the Contractor each month, 100 percent of the time.
- Contractor shall complete the Initial Inspection/Screening Form (Technical Exhibit 7) for all rental housing units added to the housing rental list and submit the completed forms to Contract Management Division (CMD) within 30 days of the inspection.
- Contractor shall conduct follow-up inspections of twenty (20) percent of all properties every three (3) months to ensure that they continue to meet the basic safety and health requirements, and shall submit the completed forms to CMD along with the MMR.

  Based on the inspection findings, properties that do not meet the basic safety and health requirements must be removed from the housing listing.
- Contractor shall provide 200 monthly housing unit listings that shall be presented in two (2) categories as follows:
  1. Fifty (50) percent of the 200 units must rent for $436 or less;
  2. Fifty (50) percent of the 200 units must rent for no more than $437 to $636.
- Contractor shall respond within 48 hours to 95 percent of the County's GRHCMs and SWs Consultant Services inquiries, each month during the term of the contract.

K. **Attachment A - Statement of Work, Part B, Housing Locator Consultant Services for General Relief Single Adults, Section 2.0 – Contract Personnel, Subsection 2.1 – County General Relief Homeless Case Manager (GRHCM), is amended to read as follows:**

2.1 – County General Relief Homeless Case Managers and Social Workers (GRHCMs and SWs)

County will designate GRHCMs and SWs for the Pilot Programs who will work with homeless GR Single Adults in ensuring that they are placed in affordable housing utilizing the landlord database provided by the Housing Locator Consultants for GR Single Adults.

GRHCMs and SWs will also be consulting with the Housing Locator Consultants for any questions and/or concerns they may have about the Housing Locator guidelines, procedures, and materials.

L. **Attachment A - Statement of Work, Part B, Housing Locator Consultant Services for General Relief Single Adults, Section 2.0 – Contract Personnel, Subsection 2.2 – Contractor Personnel, Sub-paragraphs 2.2.1.1 through 2.2.1.6 is amended to read as follows:**

2.2.1.1 Assist GRHCMs and SWs who will move GR Single Adults into affordable rental housing within 60 days of referral.

2.2.1.2 Coordinate with GRHCMs and SWs to link the homeless GR Single Adults with landlords ready to rent affordable housing.

2.2.1.3 Outreach to landlords willing to rent to homeless GR Single Adults and provide necessary information relating to the project.

2.2.1.4 Ensure that the GRHCMs and SWs have provided a Release of Information Form prior to discussing GR Single Adult's confidential information with property owners/managers.

2.2.1.5 Provide the GRHCMs and SWs with the following:

- Landlord/tenant education;
- Coaching techniques to communicate with potential landlords;
- Information, resources, tools and skills to enable the GRHCMs and SWs to help GR Single Adults overcome barriers, and enhance their chances of finding affordable housing to rent.

2.2.1.6 Perform Landlord Outreach for this Contract, but not limited to:

- Market the Housing Locator Consultant Services to landlords and maintain relationships with participating landlords.
- Maintain ongoing relationship with landlords willing to rent to homeless GR Single Adults.

M. Attachment A - Statement of Work, Part C, County and Contractor Responsibilities, Section 14.0, Reporting Tasks, is amended to read as follows:

14.0 Reporting Tasks

Contractor shall provide reports as required by the County concerning its activities as they affect the contract duties and purposes contained herein.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by the County. The MMR shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15th calendar day of each succeeding month and shall contain:

- Completed initial Housing Inspection/Screening Form, Technical Exhibit 7.
- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.
- Any other ad hoc statistical reports as requested by the 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 the County in a mutually agreeable time period.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of new rental housing units added to the existing housing list.
- A list of rental housing units removed from the existing housing list.
- The number of new inspections and follow-up inspections.
- The number of calls received from the GRHCMs and SWs.
- Any additional information which may be required at County's discretion.

N. Attachment A - Statement of Work, Part C, County and Contractor Responsibilities, Section 14.0, Reporting Tasks, Subsection 14.2, GR Single Adults Reporting Tasks, is amended to read as follows:

14.2 GR Single Adults Reporting Tasks

County Responsibility

GR Program Section shall ensure the GRHCMs and SWs completes the **Monthly Activity Log** (Technical Exhibit 17) to track the usage of the housing listing and provide a monthly report to the CCA.

Contractor Responsibility

Housing Locator Consultants will complete a **Monthly Activity Log** (Technical Exhibit 18, Part A and B).

Part A - **Property Inspection Log** - will be used to document initial and follow-up inspections of rental housing facilities, and/or communications with housing rental managers/landlords.

Part B - **County Staff Inquiries Log** - will be used to document all communications (inquiries and resolutions) with GRHCMs and SWs.

GR Program Section will appoint one person to assist the CCA in evaluating the **Monthly Activity Log** and **MMR** described above and in coordinating services under the GR Housing Locator Consultant Services portion of this contract.

O. **Appendix C - Technical Exhibits, Performance Requirements Summary Chart, Technical Exhibit 1, is deleted in its entirety and replaced with the following document, which is attached and incorporated into this Amendment:**

Technical Exhibit 1 – Performance Requirements Summary Chart

P. **Appendix C – Technical Exhibits, Housing Locator Consultant Inspection/Screening Form, Technical Exhibit 7, as attached and incorporated into this Amendment, is added to the Contract as follows:**

Technical Exhibit 7 – Housing Locator Consultant Inspection/Screening Form

Q. **Attachment B - Contractor Budget and Employee Benefits, is replaced with the current budget for FY 2009-10.**

R. **Attachment E - Required Forms, Confidentiality, Contractor Employee Acknowledgment and Confidentiality Agreements are deleted in their entirety and replaced with the following documents that are attached and incorporated into this Amendment:**

Attachment E-1 – Contractor Acknowledgement and Confidentiality Agreement and
Attachment E-2 – Contractor Employee Acknowledgement and Confidentiality Agreement

S. **Attachment J, Required Forms, Contractor Employee Jury Service, is deleted in its entirety and replaced with the following document that is attached and incorporated into this Amendment:**

Attachment J-1 – Contractor Employee Jury Service Program Certification Form and Application for Exception
Attachment J-2 – Contractor Employee Jury Service Ordinance

T. **Attachment Q, Required Forms, Civil Rights Training Report as attached and incorporated into this Amendment, is added to the Contract as follows:**

Attachment Q – Civil Rights Training Report.

All other terms and conditions of this Contract shall remain in full force and effect.

#
#
#

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Amendment to be signed by its duly authorized Officer(s) on this _____ day of _____, 2009.

CONTRACTOR

By: _____
Gregory C. Scott, President and CEO
Weingart Center Association

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisor

ATTEST:

Sachi A. Hamai, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ROBERT E. KALUNIAN, ACTING COUNTY COUNSEL

By _____
David R. Beaudet,
Deputy County Counsel

GRHCM and SW Monthly Activity Log

Month: _____ District Name: _____ GRHCM Name: _____

No.	Participant Name/Case Number	Date Referred	WCA housing listing number and property address	Did the GRHCM give the participant a PA4144?		Did the landlord complete Section II of the PA 4144?		Comments
				Yes	No	Yes	No	

NOTE: GRHCM - Submit Monthly Report to GR Program.
GR Program to submit to CCA monthly.

CONTRACTOR MONTHLY ACTIVITY LOG
(PROPERTY INSPECTION)

Month: _____ Housing Consultant Name: _____

Date	Name of Facility Inspected	Facility Address	Contact Person and Telephone Number	Comments (e.g. Rental Housing Unit Inspection, time inspected Follow-up of inspection)

NOTE: Contractor - Submit monthly along with MMR

CONTRACTOR MONTHLY ACTIVITY LOG
(COUNTY STAFF INQUIRIES)

Month: _____ Housing Consultant Name: _____

Date	County District Office Address	Name of GRHCM or SW	Telephone Number	Comments (e.g. Questions, issues, and inquiries raised by GRHCM and/or SW and the resolution.)

NOTE: Contractor - Submit monthly along with MMR

Performance Requirements Summary Chart
Weingart Center Association – General Relief

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
SOW Part B Section 1.3.1	Contractor shall maintain a database that is user-friendly (in excel format) of available rental housing units to include a description of the rental housing unit (e.g., single, one bedroom, two bedroom, kitchen/no kitchen, etc.). The listing should allow the user to sort by address, property owner, type of housing, rental amount, and description. The first database submission and succeeding submissions shall be: 1) submitted timely on the first workday of every month; and 2) submitted in a format approved by the County as an acceptable format as described above.	Database of monthly listing provided.	0.0%	- Review of monthly listing. - GRHCM complaint.	1) 20 points per day that the database is not submitted by the first workday of the month. 2) 20 points per day if the listing is not submitted in the subscribed format.
SOW Part B Section 1.3.3	Development and maintenance of one list of 200 housing units per month and presented in two (2) categories as follows: 1) Fifty (50) percent of the 200 units must rent for $436 or less; 2) Fifty (50) percent of the 200 units must rent for $437 to no more than $636.	Database of monthly listing provided.	0.0%	- Review of MMR and monthly housing listing. - GRHCM and SW complaint.	20 points per day without required information.
SOW Part B Section 1.3.4	Update the housing listing on a monthly basis with the number of available beds per room, and delete rental housing units with no vacancies or available beds. County understands that the provided list is subject to daily changes.	Database of monthly listing provided.	0.0%	- Review of monthly listing. - GRHCM complaint.	20 points per day without required information.
SOW Part B Section 1.3.5	Conduct an initial inspection; complete the Inspection/Screening Form (Technical Exhibit 7) before adding property to the housing listing.	Monthly Management Report (MMR) and copies of completed Technical Exhibit 7.	0.0%	- Review of MMR and completed Technical Exhibit 7.	20 points per day without required information.

Performance Requirements Summary Chart
Weingart Center Association – General Relief

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
SOW Part B Section 1.3.6	Conduct follow-up inspections of twenty (20) percent of all properties every three (3) months to ensure that they continue to meet the basic safety and health requirements. Based on the inspection findings, remove all properties that do not meet the basic safety and health requirements from the housing listing.	Monthly Management Report and copies of completed Technical Exhibit 7.	0.0%	- Review of MMR and completed Technical Exhibit 7.	20 points per day without required information.
SOW Part B Section 1.3.9	Answer, as needed, questions and/or concerns of the GRHCMs and SWs about Housing Locator guidelines, procedures, and material within stipulated business hours of 8:00 a.m. to 5:00 p.m., Mondays to Fridays, except on designated holidays.	Monthly Management Report. User complaints.	0.0%	- Review of MMR. - Review of GRHCMs and SWs complaints	20 points per incident.
SOW Part B Section 1.3.10	Respond to ninety-five (95) of all inquiries received within forty-eight (48) business hours.	Monthly Management Report. User complaints.	0.0%	- Review of MMR. - Review of GRHCMs and SWs complaints	20 points per incident.
SOW Part B Section 1.3.11	Act as a liaison between the rental property owners/landlords and GRHCMs and SWs.	Monthly Management Report. User complaints.	0.0%	- Review of MMR. - Review of GRHCMs and SWs complaints	20 points per incident.
SOW Part B Section 1.3.12	Provide informational guidance or training to GRHCMs and SWs to educate homeless GR Single Adults on housing issues, such as: ➢ Landlord/tenant education; ➢ Coaching techniques to communicate with potential landlords; ➢ Information, resources, tools and skills to enable the GRHCMs and SWs are able to help GR Single Adults overcome barriers, and enhance their changes of finding affordable housing to rent.	Monthly Management Report. User complaints.	0.0%	- Review of MMR. - Review of GRHCMs and SWs complaints	20 points per incident.

HOUSING LOCATOR CONSULTANT
INSPECTION/SCREENING FORM

Property Owner: _____ Date: _____
Telephone Number: _____ Fax Number: _____

Address:

_____

_____

Property Manager (if applicable): _____
Telephone Number: _____ Fax Number: _____

Address (if different from above):

_____

_____

Unit Type:

☐ **Single Room Occupancy** ☐ **Mobile Home** ☐ **Duplex**
☐ **Commercial Apartment** ☐ **Condo** ☐ **Room for Rent**
☐ **Shared Housing**

Rent Amount: _____ **No. of Bedrooms:** _____

****

Basic Health and Safety Requirements: (check yes/no)

• Building and yard free of rubbish, debris, etc.	☐ Yes	☐ No
• Interior walls and ceilings in good condition	☐ Yes	☐ No
• Adequate Lighting in building	☐ Yes	☐ No
• Hot and cold running water is available	☐ Yes	☐ No
• Adequate emergency exits in building	☐ Yes	☐ No
• Each bedroom has at least one window	☐ Yes	☐ No
• Building has no fire hazards	☐ Yes	☐ No
• Windows and doors adequately screened	☐ Yes	☐ No
• Stairs and stair rails in good condition	☐ Yes	☐ No
• Smoking alarms in working order	☐ Yes	☐ No
• Unit appears structurally sound	☐ Yes	☐ No
• Air space requirement is met*	☐ Yes	☐ No
• Kitchen is separated from any room used for sleeping by a partition**	☐ Yes	☐ No
• Unit has a kitchen, bathroom and at least one room for living/sleeping	☐ Yes	☐ No
• The site is subject to serious adverse environmental conditions (i.e., poor sewer, poor drainage, fire hazards, flood, etc.)	☐ No	☐ Yes

****

Inspected by: _____ Date: _____

*L.A. County Health and Safety Code, Title 11, 11.20.280 – 11.20.300.
** L.A. County Health and Safety Code, Title 11, 11.20.260

ATTACHMENT B

CONTRACTOR BUDGET AND EMPLOYEE BENEFITS FOR FY 2009-2010

LINE ITEM BUDGET

Project Name: General Relief Single Adult

Contractor: Weingart Center Association
Contract Period: August 1, 2009 - July 31, 2010
Fiscal Year: 2009-10

Direct Cost Payroll	FTE	Hourly Rate	Monthly Rate	Total Annual
Program Manager	20%	26	4,523	$ 10,855
Housing Locator	100%	17	3,006	36,078
Housing Locator	100%	18	3,127	37,522
Program Assistant	50%	15	2,558	15,350
Director of Contract Manager	20%	45	7,725	18,540
Total Salary				$ 118,345
Employee Benefits		No. of Employees	Monthly Cost	
Medical		3.4	255.93	10,442
Life Insurance		3.4	4.28	175
Pension				3,550
Total Benefits				$ 14,167
Payroll Taxes				
FICA and Medicare			754.45	9,053
SUI			109.08	1,309
WC			443.79	5,326
Total Payroll Taxes				$ 15,688
Other Direct Cost				
Meetings & Travel			575.00	6,900
Office Supplies			223.17	2,678
Repairs & Maintenance			61.50	738
Utilities & Telephone			691.17	8,294
Insurance & Taxes			3.17	38
Leases			588.75	7,065
Total Other Direct Cost				$ 25,713
Total Direct Cost				173,913
Indirect Cost			15%	26,087
TOTAL PROGRAM COST				$ 200,000

BUDGET NARRATIVE

PROJECT NAME:	GENERAL RELIEF SINGLE ADULT
CONTRACTOR:	Weingart Center Association
CONTRACT PERIOD:	August 1, 2009 – July 31, 2010
FISCAL YEAR:	2009-10
LINE ITEM	NARRATIVE
DIRECT COST	
Salary	Includes Program Manager at 20%, two full time Housing Locators each at 100%, one Program Assistant at 50%, and one Senior Director of Contract Management at 20%.
Fringe Benefits	Includes FICA and Medicare at 7.65%, SUI, Worker's Compensation and medical, life insurance and pension as detailed in the line item budget.
OTHER DIRECT COST	
Meetings & Travel	Mileage reimbursement for staff's travel by car based on reimbursement rate of 50.5 cents per mile and parking.
Office Supplies	Computer supplies, software license and general offices supplies estimated at $223.17 per month.
Repairs & Maintenance	Building and air conditioning maintenance and pest control estimated at $61.50 per month.
Utilities & Telephone	Telephone service and maintenance, cell phones and utilities estimated at $691.17 per month.
Insurances & Taxes	General liability and property insurance estimated at $38 per year.
Leases	Lease of office space estimated at $588.75 per month and allocated based on square footage.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: Weingart Center Association Contract No. 75837

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Weingart Center Association Contract No. 75837

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____		Services:

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

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

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

_____

_____

_____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

_____

_____

_____

_____

_____

_____

_____

_____