



SHERYL L. SPILLER  
Director

ANTONIA JIMENEZ  
Acting Chief Deputy

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 695-4801



**Board of Supervisors**

HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
Third District  
JANICE HAHN  
Fourth District  
KATHRYN BARGER  
Fifth District

June 06, 2017

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 June 6, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**RECOMMENDATION TO ENTER INTO A CONTRACT FOR CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS GENERAL RELIEF APPLICANTS/PARTICIPANTS WITH LOS ANGELES HOMELESS SERVICES AUTHORITY  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

On August 11, 2015, the Board directed the Chief Executive Officer (CEO), the Department of Public Social Services (DPSS), and Los Angeles Homeless Services Authority (LAHSA) to develop a General Relief (GR) emergency housing program aimed at phasing out the use of hotels/motels and expanding the use of homeless crisis housing programs. The Board also instructed DPSS and LAHSA to utilize targeted interventions and resource strategies for disabled GR participants and transition-aged youth GR participants.

Approval is requested of the resulting contract with LAHSA to provide crisis housing and supportive services for homeless GR applicants/participants.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DPSS or her designee, to execute the Crisis Housing and Supportive Services for Homeless GR Applicant/Participant (CHSS) contract, in substantially similar form as Enclosure I, with LAHSA. The contract will be effective July 1, 2017 through June 30, 2020. The estimated cost for Fiscal Year (FY) 2017-18 is \$2,409,000. The annual amount for subsequent years shall not exceed \$4,777,773.
2. Delegate authority to the Director of DPSS or her designee, to adjust the annual funding as

needed based on utilization, community needs, funding availability and to increase the subcontracted crisis housing providers as identified by LAHSA. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS or her designee will notify the Board within ten business days after execution.

3. Delegate authority to the Director of DPSS or her designee, to extend the contract for up to two (2) additional one-year periods and to adjust the annual funding based on utilization, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or her designee will notify the Board within ten business days after execution. Funding for future years will be included in DPSS' budget.

4. Delegate authority to the Director of DPSS or her designee, to prepare and execute amendments to the contracts for: (1) instances which affect the scope of work, term of the contract, contract sum, payments, or any term or condition in the contract; (2) additions and/or changes required by the County's Board or CEO; (3) changes to be in compliance with applicable federal, State, and County regulations; (4) increases or decreases of no more than ten percent (10%) of the original contract amount for reasons other than those addressed in Recommendations 2 and 3 above; and (5) any future supplement to bring the GR CHSS nightly bed rate comparable to the crisis housing rate established under the County's Homeless Initiative Strategy E8 - Enhance the Emergency Shelter System. The approval of County Counsel as to form will be obtained prior to executing such amendments, and the DPSS Director or her designee will notify the Board within ten business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As a result of the rise in concern regarding human trafficking and exploitation of children, on August 11, 2015, the Board directed DPSS, CEO and LAHSA to develop a GR emergency housing program that would phase out the use of hotels/motels and expand the use of crisis housing shelters that can provide additional support to homeless GR applicants/participants. The recommended contract with LAHSA is the initial result of those efforts.

LAHSA is a Joint Powers Authority, created in 1993 by the Board of Supervisors, the Mayor and City Council of the City of Los Angeles, specifically to address the problems of homelessness. LAHSA's expertise in providing assistance to homeless individuals will be instrumental in stabilizing homeless GR applicant/participants and creating a pathway to permanent housing.

Approval of the recommended actions will allow DPSS to contract with LAHSA, through an initial network of five subcontracted crisis housing shelters to provide: 1) homeless GR applicants/participants with shelter beds up to 14 days (or until their GR application is processed) and up to 90 days for disabled participants and transition aged youth (TAY) participants, 2) utilize the Coordinated Entry System assessment to connect GR applicants/participants to various resources and 3) referral to supportive services that may help to end their homelessness. Supportive services include case management, family reunification services for TAY, residential supervision and crisis intervention. Additional services will be provided through leveraged resources to include, but are not limited to, physical health care; mental health care; substance disorder/recovery skills; education/life skills; and legal services. The initial five subcontracted crisis housing shelters will reserve 185 beds per night for the exclusive use of DPSS' homeless GR applicants/participants. Any beds not filled may be released for use by other shelter clients.

LAHSA performed two solicitations to obtain crisis housing providers in each Supervisorial District. Due to increased competition for existing shelter beds and the limited resources available for shelter services for GR applicants and participants, interest in participating in the program was not as great as anticipated. LAHSA will continue to encourage community-based homeless services agencies throughout the County to participate. In the meantime, DPSS will utilize vendor hotels/motels as a secondary option when a crisis housing bed is not available. Through the utilization of Measure H funding for Strategy E8 – Enhance the Emergency Shelter System, it is currently contemplated that the payment rates for crisis/bridge housing beds will increase; however, the timing and amount of the rate increase for various categories of beds still needs to be finalized. When the payment rate is increased for crisis housing beds that are comparable to the beds for homeless GR applicants/participants, LAHSA will utilize Measure H funding for Strategy E8 to implement the higher payment rate for the GR beds by supplementing the DPSS funding for the GR beds.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions: Deliver comprehensive and seamless services to those seeking assistance from the County.

### **FISCAL IMPACT/FINANCING**

The estimated cost for FY 2017-18 is approximately \$2,409,000. At such time that LAHSA has sufficient subcontractors to make 397 beds available per night, the annual maximum shall be \$4,777,773 with \$434,343 allocated for administrative services and \$4,343,430 allocated for direct services. The cost of this contract is 100 percent Net County cost (NCC). The funding for the proposed CHSS contract will be partially offset by NCC savings due to the expiration of three shelter services contracts and reduced utilization of hotel/motel vendors.

Funding for these services is included in DPSS' FY 2017-18 budget request. Funding for future fiscal years will be included in DPSS' annual budget request.

The County's level of NCC funding for the CHSS contract will not be reduced by the Measure H supplement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract provides for termination by the County upon 60-day advance written notice, should termination be in the County's best interest. The contract also contains a provision which limits the County's obligation if funding is not appropriated by the Board of Supervisors.

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

The contractor is in compliance with all Board, CEO, and County requirements.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

Pursuant to the August 11, 2015 Board directive, DPSS negotiated the terms of the recommended contract with LAHSA to provide crisis housing and supportive services for the homeless GR applicants/participants. LAHSA solicited subcontractors (crisis housing providers) through a Request for Proposals (RFP) competitive solicitation released on May 19, 2016, at a nightly rate of \$25. The RFP resulted in four proposals submitted with only two agencies qualifying for a contract.

As a result of the low responses received, LAHSA conducted a survey of agencies in attendance at the proposers' conference, but did not submit proposals. The survey indicated that the nightly rate was low. DPSS recommended increasing the nightly rate to \$30 to expand the pool of qualified crisis shelters. On October 25, 2016, LAHSA released a second RFP at \$30 per night rate, which resulted in four qualified subcontractors to provide services at five shelters. See Enclosure II.

### **Contract Performance**

The monitoring of this contract will be performed on a semi-annual basis. The expected performance outcome is that homeless GR applicants/participants receive safe secure crisis shelter and are assessed and connected with needed community resources to move toward permanent housing. Performance is measured by shelter occupancy, assessment, supportive services, and housing placements.

DPSS and LAHSA will collaborate to provide an annual report to the Board of outcomes for participants in the CHSS program. The first annual report will be provided in September 2018. The report will cover the status of the new GR Crisis Housing and Supportive Services program, linking homeless individuals to the coordinated entry system, supportive services, more permanent housing options, as well as changes and best practices.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will permit the provision of crisis housing and supportive services to homeless GR applicants/participants throughout the County and allow the County to begin to phase out the use of hotels/motels.

The recommended actions will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to an emergency 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 to DPSS.

The Honorable Board of Supervisors

6/6/2017

Page 5

Respectfully submitted,

A handwritten signature in black ink, reading "Sheryl L. Spiller". The signature is written in a cursive, flowing style.

SHERYL L. SPILLER

Director

SLS:gl

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**FOR**

**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR  
HOMELESS GENERAL RELIEF APPLICANTS/PARTICIPANTS**

**July 2017**

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
<b>RECITALS</b>		<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.0</b>	<b>WORK</b>	<b>4</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b>	<b>5</b>
<b>5.0</b>	<b>CONTRACT SUM</b>	<b>5</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b>	<b>16</b>
6.1	County Contract Director	16
6.2	Supervising County Contract Administrator	16
6.3	County Contract Administrator	17
6.4	County's Contract Program Manager	17
6.5	Contract Program Monitor	18
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT- CONTRACTOR</b>	<b>18</b>
7.1	Contractor's Contract Manager	18
7.2	Approval of Contractor's Staff	18
7.3	Background and Security Investigations	19
7.4	Confidentiality	19
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>20</b>
8.1	Amendments	20
8.2	Assignment and Delegation	21
8.3	Authorization Warranty	22
8.4	Budget Reductions	22
8.5	Complaints	23
8.6	Compliance with Applicable Law	23
8.7	Compliance with Civil Rights Laws	24
8.8	Compliance with the County's Jury Service Program	24
8.9	Conflict of Interest	26
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	26
8.11	Consideration of Hiring GAIN-GROW Participants	27
8.12	Contractor Responsibility and Debarment	27

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	29
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	30
8.15	County's Quality Assurance Plan.....	30
8.16	Intentionally Omitted .....	30
8.17	Employment Eligibility Verification .....	30
8.18	Facsimile Representations.....	31
8.19	Fair Labor Standards .....	31
8.20	Force Majeure.....	32
8.21	Governing Law, Jurisdiction, and Venue.....	32
8.22	Independent Contractor Status .....	32
8.23	Indemnification.....	33
8.24	General Provisions for all Insurance Coverage.....	33
8.25	Insurance Coverage .....	37
8.26	Intentionally Omitted .....	39
8.27	Most Favored Public Entity .....	39
8.28	Nondiscrimination and Affirmative Action.....	39
8.29	Non Exclusivity .....	41
8.30	Notice of Delays.....	41
8.31	Notice of Disputes.....	41
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	41
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	41
8.34	Notices.....	41
8.35	Prohibition Against Inducement or Persuasion .....	42
8.36	Public Records Act .....	42
8.37	Publicity .....	42
8.38	Record Retention and Inspection-Audit Settlement .....	43
8.39	Recycled Bond Paper .....	44
8.40	Subcontracting.....	44
8.41	Termination for Breach of Warranty to Maintain Compliance with the County's Child Support Compliance Program.....	45



## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.42	Termination for Convenience.....	46
8.43	Termination for Default .....	46
8.44	Termination for Improper Consideration .....	48
8.45	Termination for Insolvency.....	48
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	49
8.47	Termination for Non-Appropriation of Funds.....	49
8.48	Validity .....	49
8.49	Waiver.....	49
8.50	Warranty Against Contingent Fees .....	49
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	50
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	50
8.53	Time off for Voting .....	50
8.54	Compliance with County's Zero Tolerance Human Trafficking .....	51
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>51</b>
9.1	Auditor-Controller Contract Accounting and Administration Handbook....	51
9.2	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions .....	51
9.3	Compliance with Regulations.....	52
9.4	Contractor's Charitable Activities Compliance .....	52
9.5	Fiscal Accountability .....	53
9.6	Noncompliance .....	53
9.7	Participation in the Homeless Management Information System.....	53
9.8	Shred Documents .....	54
9.9	Data Encryption .....	54
9.10	Execution of Counterparts .....	55
<b>SIGNATURES</b>	.....	<b>56</b>

## TABLE OF CONTENTS

SECTION	TITLE	PAGE
<b><u>STANDARD EXHIBITS</u></b>		
A	STATEMENT OF WORK (SOW) AND TECHNICAL EXHIBITS .....	57
B	CONTRACT BUDGET .....	112
C	CONTRACTOR'S INVOICE .....	125
D	CONTRACTOR'S EEO CERTIFICATION .....	126
E	COUNTY'S ADMINISTRATION.....	127
F	CONTRACTOR'S ADMINISTRATION .....	128
G	BIDDERS'/OFFERER'S NONDISCRIMINATION IN SERVICE CERTIFICATION .....	129
H	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM.....	130
I	SAFELY SURRENDERED BABY LAW.....	134
J	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT .....	138
J1	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT .....	139
J2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT .....	140
K	CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	141
L	CERTIFICATION OF NO CONFLICT OF INTEREST .....	142
M	CERTIFICATION OF COMPLIANCE WITH DATA SECURITY .....	143
N	CHARITABLE CONTRIBUTIONS CERTIFICATION .....	144
O	IRS NOTICE 1015.....	145
P	ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION....	146

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
FOR  
CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS  
GENERAL RELIEF APPLICANTS/PARTICIPANTS**

This Contract ("Contract") and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles Homeless Services Authority (LAHSA), hereinafter referred to as "Contractor". Contractor's administrative headquarters are located at 811 Wilshire Blvd., (6<sup>th</sup> Floor), Los Angeles, California 90017.

**RECITALS**

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code, hereafter W&IC, the County of Los Angeles, Department of Public Social Services, hereafter, referred to as DPSS. DPSS provides cash aid and material support to indigents under County's General Relief (GR) Program, hereafter, referred to as the GR Program; and;

WHEREAS, Contractor is a joint powers authority, created by the City of Los Angeles and the County of Los Angeles;

WHEREAS, Contractor is qualified to provide crisis housing and supportive services assistance to eligible homeless General Relief (GR) applicants/participants, as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, County finds it necessary to secure such services; and

WHEREAS, Contractor has agreed to provide County with such services; and

WHEREAS, this Contract is authorized under California Government Code Section 26227; and

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, J1, J2, K, L, N, O and P are attached to and form as part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- |      |            |  |
|------|------------|--|
| 1.1  | Exhibit A  | Statement of Work (SOW)  |
| 1.2  | Exhibit B  | Contract Budget  |
| 1.3  | Exhibit C  | Contractor's Sample Invoice Format   |
| 1.4  | Exhibit D  | Contractor's EEO Certification   |
| 1.5  | Exhibit E  | County's Administration  |
| 1.6  | Exhibit F  | Contractor's Administration  |
| 1.7  | Exhibit G  | Bidder's/Offerer's Non-Discrimination in Service Certification                     |
| 1.8  | Exhibit H  | County of Los Angeles Contractor Employee Jury Service Program                     |
| 1.9  | Exhibit I  | Safely Surrendered Baby Law  |
| 1.10 | Exhibit J  | Contractor Acknowledgements and Confidentiality Agreement                          |
| 1.11 | Exhibit J1 | Contractor Employee Acknowledgment and Confidentiality Agreement                   |
| 1.12 | Exhibit J2 | Contractor Non-Employee Acknowledgement and Confidentiality                        |
| 1.13 | Exhibit K  | Certification of Compliance with County's Defaulted Property Tax Reduction Program |
| 1.14 | Exhibit L  | Certification of No Conflict of Interest   |
| 1.15 | Exhibit M  | Certification of Compliance with Data Security                                     |
| 1.16 | Exhibit N  | Charitable Contributions Certification   |
| 1.17 | Exhibit O  | IRS Notice 1015  |
| 1.18 | Exhibit P  | Zero Tolerance Policy on Human Trafficking Certification                           |

## 2.0 DEFINITIONS

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

- 2.1 **Applicant:** A person whose public assistance application is pending.
- 2.2 **Bridge Housing (Reserved Crisis Housing):** Bridge housing will provide a safe and supportive 24-hour residence to eligible homeless individuals while they are assisted in moving into permanent housing.
- 2.3 **Coordinated Entry System (CES):** A comprehensive community-based system comprised of a network of homeless service providers that is used to assess homeless individuals for other service needs that may contribute to the individual's success of securing adequate housing.
- 2.4 **Contract Discrepancy Report (CDR):** A report used by the County to record discrepancies or performance problems with Contractor. If Contractor's performance is judged unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for response.
- 2.5 **Crisis Housing:** Emergency shelter in the homeless coordinated entry system. Crisis Housing means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Disabled:** A GR applicant/participant who has a medical/mental health condition that prevents them from engaging in fulltime sedentary work.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **General Relief (GR) Program:** A County-funded program that provides financial assistance to indigent adults who are ineligible for federal or State programs.
- 2.10 **GR Vendor Coordinator:** A General Relief liaison for the Crisis Housing and Supportive Services Program who communicates with each subcontracted shelter provider to receive the number of occupied and available bed on a daily basis. An additional task includes reporting the number of occupied and unoccupied bed to Eligibility Staff for assignment purposes daily, until such reports are automated.
- 2.11 **Homeless:** Applicants/participants are considered homeless when they lack fixed and regular nighttime residences. If they share a residence with

family or friends on a temporary basis; if they have a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations; if they reside in a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; if they have a need for housing in a commercial establishment (e.g. hotel/motel), shelter, publicly funded transitional housing or from a person in the business of renting properties, or received an eviction notice or notice to pay rent or quit.

- 2.12 **LRS:** Acronym for DPSS' computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.13 **Leveraged Services:** Additional services provided to the GR applicants/participants by the Contractor through other funding resources.
- 2.14 **Los Angeles Continuum of Care (LA CoC) Homeless Management Information System (HMIS):** The system used to streamline intake of homeless consumers and confidentially track data on homeless individuals and families who use the housing and service systems within the LA CoC.
- 2.15 **Participant:** An individual who is receiving public assistance through the General Relief Program administered by DPSS.
- 2.16 **Subcontractor:** An agency that contracts with LAHSA to serve as a crisis housing agency.
- 2.17 **Transition Age Youth (TAY):** General Relief applicants/participants between the ages of 18 to 26.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.
- 3.4 Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Exhibit A, Statement of Work.

## **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three years, commencing on July 1, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of Director of DPSS or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

Contractor's compensation shall consist of two components: LAHSA's Administrative costs and reimbursement of payments to subcontractors for shelter bed nights.

As of the date of execution of this contract, Contractor did not have any subcontracted shelter's located in the 3<sup>rd</sup> and 5<sup>th</sup> Supervisorial Districts (SDs). Contractor shall make every effort to obtain additional subcontracted shelters with priority to SDs with no or limited shelter capacity.

- 5.1 The estimated annual contract amount for FY 2017-18 is allocated as follows:

SERVICE	ESTIMATED ANNUAL BUDGET FY 17-18
1. *Administrative Services (10% of Direct Service Maximum Budget Amount)	\$219,000
2. *Direct Services (\$30/night for Shelter Bed nights)	\$2,190,000
TOTAL	\$2,409,000

\*Administrative and Direct Services costs for FY 2017-18 are based on a total of 200 occupied beds per night.

- 5.2 The annual maximum contract amount shall not exceed \$4,777,773 at such time that LAHSA has sufficient subcontractors to make 397 beds available per night.

5.3 **ADMINISTRATIVE COSTS**

Contractor shall allocate no more than 10% of the estimated annual budget for Contractor's administrative costs. Contractor shall be reimbursed for actual expenses to administer the contract.

5.4 **DIRECT SERVICES**

Contractor shall invoice County monthly and County shall pay Contractor the Per Bed Night (PBN) Rate times the actual number of beds nights occupied by eligible participants during the month. Contractor shall invoice per the provisions in Subsection 5.11, Invoices and Payments, below. The PBN shall be \$30 per night.

No less than 90% shall be allocated to subcontractors providing shelter beds and supportive services to homeless GR applicants/participants at their homeless shelter agencies.

- 5.5 Contractor's Budget, Exhibit B, sets out the line item expenses for Contractor's Administration.



- 5.6 Contractor may request to revise the Contract Budget, not more frequently than every fiscal quarter, by sending a written request to the CCA with justification for the change, details of the changes to occur, and a revised budget, as follows:

5.6.1 Reallocation of Administrative Budget

5.6.1.1 Contractor may, without County prior written approval, reallocate funds up to ten (10%) percent among each of the Administrative budget line items as shown in Contractor's Budget, Exhibit B, no more than once per quarter (except for the 4<sup>th</sup> quarter) and must submit a Budget Modification prior to the end of the affected quarter.

5.6.1.2 Contractor may, with County's prior written approval, reallocate funds greater than ten (10%) percent among each of the Administrative budget line items or more than once per quarter (except for the 4<sup>th</sup> quarter). Such requests must be submitted to County no later than the end of the affected quarter.

5.6.1.3 If Contractor requests to reallocate funds among the Administrative budget line items in the 4<sup>th</sup> quarter, the request for prior approval shall be submitted to County no later than May 15<sup>th</sup> of each FY.

Any such reallocation shall not cause the administrative costs to exceed 10% of the Annual Maximum Amount as stated in Subsection 5.3 above. Reallocation of funds shall not increase the Annual Maximum Amount indicated in Subsection 5.2.

5.6.2 Contractor may shift funds between Subcontractors within the same SD provided that Contractor gives the CCPM ten (10) business day advance notice.

5.6.3 Contractor shall not shift funds under this Contract between Supervisorial Districts without prior written approval from DPSS. Contractor shall submit a request in writing to DPSS 60 days in advance of the proposed effective date and shall include the following:

- a. For SD receiving increase in funds:
- Documented use and expenditure of existing funds; and
  - Provide justification of an ongoing/continued need to serve more homeless individuals (e.g. increased

homeless individuals in the SD, pending applications for assistance in SD).

b. For SD receiving a decrease in funds:

- Demonstrate that sufficient funding will be maintained in the SD to meet service needs.
- Demonstrate the availability of funds is not due to failure to connect participants in need with services.

The 60-day advance notice requirement may be waived by DPSS when time does not permit 60 days' advance notice (e.g. end of the Fiscal Year).

5.6.4 County, at its own discretion, may shift funds between SDs if deemed to be in the best interest of County.

5.6.5 Contractor shall not shift funds allocated for direct services to Contractor for administrative costs.

5.7 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.8 Contractor shall maintain an accounting system that segregates all funding received by funding source. Funds allocated for direct services shall also be segregated by SD. Funds provided by County to Contractor for services under this Contract (CHSS Funds) shall be coded with a designation specific to the Contract. Contractor shall provide cash balance reports for CHSS Funds upon request, which may be reconciled against Contractor's quarterly bank statements.

5.9 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS' CCA at the address herein provided in Exhibit E - County's Administration.

#### **5.10 Advances and Settlement**

It is the intent of County to provide Contractor advance funds to enable Contractor to make payments to Subcontractors providing CHSS services

and to cover Contractor's administrative cost. Provided Contractor meets the following requirements:

5.10.1 Contractor shall request advance funds in writing and must demonstrate the need for the advance funds and that the advances are absolutely necessary to allow Contractor to provide CHSS services. Prior to advances being issued for each FY, Contractor shall develop a plan on how it will utilize, distribute, monitor, and repay advance funds back to County. This plan must be submitted with Contractor's request for advance funds and may be submitted by DPSS to the Chief Executive Office (CEO) and Auditor-Controller (A-C) for approval. In addition to and consistent with the above, Contractor shall submit the following documentation with the request for advances funds:

5.10.1.1 Contractor shall provide to County an independent audit report and single audit for ongoing concern qualifications or other issues; and

5.10.1.2 Contractor's financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities); and

5.10.1.3 Contractor's business plan which demonstrates how Contractor will repay advances, upon request by County; and

5.10.1.4 Contractor shall perform a financial viability assessment (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities) for each subcontractor at the beginning of each FY to determine the amount of advance funds for the year and shall submit the assessment results to County as part of supporting documentation to justify the annual advance request.

5.10.2 The advancement of funds must be in compliance with all applicable rules and regulations.

5.10.3 County reserves the right to approve or deny Contractor's request for advance funds. Contractor may submit a Request for Advance each fiscal year requesting advance payment. The advance payment invoices shall be submitted at the beginning of each fiscal year as follows:

5.10.3.1 Administrative Cost:

a. The amount of advance funds authorized and paid for administrative costs for FY 2017-18, shall not exceed

9% of the annual estimated budget amount as shown in Subsection 5.1 under administrative services.

- b. The amount of advance funds authorized and paid for administrative costs for the following FYs shall not exceed 9% of the actual annual cost for administrative services of the prior FY.

5.10.3.2 Direct Service Cost:

- a. The amount of advance funds authorized and paid for direct services for FY 2017-18 shall not exceed 14% of the annual estimated budget amount as shown in Subsection 5.1 under direct services.
- b. The amount of advance funds authorized and paid for direct services costs for the following FYs shall not exceed 14% of the actual annual cost for direct services of the prior FY.

5.10.4 Upon County's approval, advanced funds will be paid to Contractor fifteen (15) calendar days after the advance payment request and all supporting documentation as specified in 5.10.1 have been submitted to the County.

5.10.5 Advanced funds must be repaid to County prior to the end of the FY in which the advance is provided as specified in Subsections 5.10.6.

5.10.6 At any point that the number of subcontracted shelter beds dramatically increases such that Contractor would not have sufficient advance funds on hand to immediately pay for direct services, Contractor may request an additional advance. Such request shall be in writing and include justification of need, a detailed accounting of all advance funds to date, a detailed accounting of all direct service cost Contractor paid with the advance funds and how much County has reimbursed Contractor. County shall determine the amount of the additional funds to be advanced to Contractor and shall issue the determined amount within fifteen (15) business days of receipt of the written request.

5.10.7 County shall recoup all advances by June 30th of the fiscal year by offsetting 15% of the advanced amount from the December invoice, 25% of the advanced amount from the January invoice, 25% of the advanced amount from the February invoice, 25% of

the advanced amount from the March invoice and 10% of the advanced amount from the April invoice. If the full amount to be recouped according to this Subsection 5.10.6 from any invoice month (December through April) is insufficient to enable the County to recoup the amount due, Contractor shall pay the balance due to the County within three (3) business days of the County's approval of the invoice. All advanced funds shall be recouped no later than June 30<sup>th</sup> of the Fiscal Year.

5.10.7.1 Contractor shall submit recouping balance payment to the address listed in Subsection 5.10.11. The billing memo shall be provided by the County. Should County provide a written request for payment (Billing Memo), Contractor shall include a copy of the Billing Memo with the payment check.

5.10.7.2 Contractor shall provide a copy of the Billing Memo and a copy of the recouping balance payment check to the address listed in Subsection 5.11.5.

5.10.8 If this Contract terminates sooner for any reason provided for in this Contract, County may recoup any advances from Contractor's invoices that were received up to 60 days prior to the termination date. If any additional recouping is necessary after the final invoice is received Contractor shall pay the balance to the County within ten (10) business days of County's request,

5.10.9 Contractor shall maintain a system of accounting records that clearly identify the revenues and expenditures by the use of cost centers or separate accounts. The system will ensure that funds are not comingled and that funds are readily available for the repayment of advances.

5.10.10 Any interest earned on advanced funds shall be calculated and paid to DPSS on a quarterly basis. During the fiscal year closeout process, any interest earned on advanced funds will be calculated and paid to DPSS no later than July 30<sup>th</sup>.

5.10.11 Contractor shall submit all interest payments with the Billing Memo directly to:

**Los Angeles County  
Department of Public Social Services  
Fiscal Operations Division  
Attn: Central Cashier  
P.O. Box 76687  
Los Angeles, CA 90078-0687**

- 5.10.12 Contractor shall provide bank statements on a quarterly basis by the 25<sup>th</sup> calendar day after the quarter ends to ensure amounts on hand are appropriate and not excessive.

## **5.11 Invoices and Payments**

- 5.11.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. Contractor shall prepare monthly invoice using Contractor's Sample Invoice Format, Exhibit C. This invoice shall include the charges owed to Contractor by the County by funding source under the terms of this Contract. Contractor's payments shall be provided in accordance to Contractor's Budget, Exhibit B, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If County does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.11.2 Contractor shall submit complete and accurate monthly invoices of total costs (based on the PBN rate times the number of bed nights occupied by eligible participants during the month) to the County no later than thirty (30) calendar days after the month service was rendered. For example, the first monthly invoice for July shall be submitted to County no later than August 30<sup>th</sup>. In no event shall the County be liable for any amount over the Annual Maximum Amount.
- 5.11.3 Contractor shall include with the monthly invoice the detailed line item support documentation to validate the invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes but is not limited to, the following:
- 5.11.3.1 Contractor's administrative costs listed separately, e.g., personnel salaries, fringe benefits, and non-personnel/indirect expenses.
- 5.11.3.2 Direct program costs itemized by Subcontractor. Copies of Subcontractor invoices shall be submitted as backup for direct services costs. Subcontractor invoices shall be based on the PBN rate specified in the Contract. Back-up documentation for Subcontractor invoices will be maintained by Contractor and will be made available to County for review upon request.

Compensation for the supportive services set forth in Exhibit A - SOW, Section 4.0 is included in the \$30 PBN rate.

Contractor shall prepare and submit an original Monthly Invoice (Exhibit C) no later than thirty (30) calendar days after the month in which services were provided. Payment may be delayed for invoices submitted after the due date. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but may not be limited to the Shelter Occupancy Report (Technical Exhibit 3) and the Subcontractors invoices.

- 5.11.4 Should County implement a Contract Invoicing System for services under this Contract, Contractor shall create and submit electronic invoices as instructed.

**5.11.5 County's Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of the CCA prior to any payment thereof. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content. Payment to Contractor will be made monthly in arrears in the amount specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. Contractor shall submit the invoice to the CCA at:

**Department of Public Social Services  
Invoice Processing Unit  
Contract Management Division  
12900 Crossroads Parkway South, 2nd Floor  
City of Industry, CA 91746-3411**

For invoicing purposes, Contractor shall clearly identify this Contract as "Crisis Housing and Supportive Services (CHSS) for Homeless GR Applicants/Participants".

Contractor shall ensure that Subcontractors submit accurate and timely invoices and properly track all their expenditures. County reserves the right to review Subcontractors' invoices and expenditures.

- 5.11.6 Contractor shall properly review Subcontractors' invoices to ensure that Contract funds will only be used for eligible GR applicants/participants.
- 5.11.7 Unspent money from the current fiscal year shall not be rolled-over to the following fiscal year.
- 5.11.8 After Contractor submits its final invoice for the fiscal year, including any adjustments for prior months, and County determines funds are owed to Contractor, it shall pay Contractor's approved final fiscal year invoice within 30 calendar days of receipt of invoice and back-up documentation. However, if County determines that Contractor has been overpaid, Contractor shall pay County within 30 days of such determination. If Contractor does not agree on the amount owed, County and Contractor shall meet within ten (10) calendar days to work to resolve the disagreement.
- 5.11.9 The final invoice for the term of the Contract shall be submitted no later than July 30th or on the 30th of the month immediately following the termination month. County shall not be liable for any invoice received more than thirty (30) calendar days following the final invoice due date.
  - 5.11.9.1 Contractor shall provide a final invoice, with all supporting documents, for all of the services provided through June 30th or for the final month of the contract on an accrual basis.
  - 5.11.9.2 County shall process the final invoice within thirty (30) days of receipt from Contractor.
- 5.11.10 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.11.11 County shall have no requirement for payment other than as set forth in this Contract.
- 5.11.12 Subject to County's right to terminate earlier as provided herein, Contractor shall, upon receipt of notice of termination:
  - 5.11.12.1 Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. Contractor shall be reimbursed



only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

5.11.12.2 Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

5.11.13 Subject to non-appropriation of funds, default of Contractor, substandard performance of Contractor, improper consideration given/offered to County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in Section 5.0, Subsection 5.11, Subsection 5.11.12 herein above.

5.11.14 If this Contract is terminated pursuant to Section 8.0, Subsection 8.42 Termination for Convenience, Contractor shall not perform work after the termination date of this Contract and County shall not be responsible for payment.

5.11.14.1 County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.11.14.2 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract.

## **5.12 No Payment for Services Provided Following Expiration - Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County Contract Director (CCD)**

County shall designate one person who will have the authority to act as the CCD on contractual and administrative matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

- 6.1.1 Ensuring that the administrative objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract except as specified in Section 8.1 and is not authorized to further obligate County in any respect whatsoever.

### **6.2 Supervising County Contract Administrator (SCCA)**

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the administrative of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.3 County Contract Administrator (CCA)**

County shall designate one person who will have the authority to act as the CCA on administrative matters pertaining to this Contract. County shall notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the day-to-day administration of this Contract;
- 6.3.2 Providing direction to the Contractor in the areas relating to contract, invoicing, and administrative procedural requirements;
- 6.3.3 Meeting with the Contractor's Contract Manager on an as needed basis; and
- 6.3.4 Preparing amendments and change notices in accordance with the Contract, Section 8.0, Standard Terms and conditions, Subsection 8.1, Amendments.

The CCA is not authorized to make any changes in any of the standards terms and conditions of this Contract and is not authorized to further obligate County in any respect of whatsoever.

### **6.4 County's Contract Program Manager (CCPM)**

County shall designate one person who will have the authority to act as the CCPM on all matters of policy, program and operational aspects of the Contract. The responsibilities of the CCPM include:

- 6.4.1 Providing direction to Contractor in the areas of County policy, program, and operational requirements;
- 6.4.2 Ensuring that the objectives of this Contract are met;
- 6.4.3 Meeting with the Contractor's Contract Manager on a regular basis; and
- 6.4.4 Evaluating any and all tasks, deliverables, goods, services, data, outcomes, or other work provided by or on behalf of the Contractor.

The County's Contract Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.5 Contract Program Monitor (CPM)**

The responsibilities of the Contract Program Monitor include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.5.2 Monitoring and evaluating Contractor's compliance with contract requirements as specified in the Contract;
- 6.5.3 Monitoring Contractor for contractual compliance and preparing monitoring reports; and

The CPM reports to the CCA. The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following subparagraphs is designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.1 Contractor's Contract Manager**

- 7.1.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing within five (5) business days of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the oversight of Contractor's day-to-day activities as related to the performance of this Contract as outlined in Exhibit A – SOW, Section 7.0, Contractor Responsibilities and shall meet and coordinate with County Contract Administrator (CCA) and County Contract Monitor (CPM) on a regular basis.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

### **7.3 Background and Security Investigations**

- 7.3.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position (e.g. all staff with direct contact with GR applicants/participants and staff with fiscal responsibilities), as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.3.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.3.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.3.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.3.5 These terms shall also apply to all Subcontractors employees performing services under this Contract. Contractor shall require Subcontractors to comply with the terms of this provision.

### **7.4 Confidentiality**

- 7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as reasonably determined by County, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.4.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit J.
- 7.4.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit J1.
- 7.4.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit J2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which materially affect the scope of work, term, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and

the DPSS Director or his/her designee. DPSS shall obtain the approval of County Counsel as to form for an amendment to this contract. The Director of DPSS, or her designee will notify the Board within ten business days after execution.

8.1.2 The County's Board of Supervisors, Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.

8.1.3 The DPSS Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee. DPSS shall obtain the approval of County Counsel as to form and the CEO for an amendment to this Contract. The Director of DPSS, or her designee will notify the Board within ten business days after execution.

#### 8.1.4 **Change Notices**

The County reserves the right to initiate Change Notices that **do not affect** the scope, term, contract sum, payments, compliance with applicable law, compliance with civil rights law, or compliance with the jury service program. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Director.

### 8.2 **Assignment and Delegation**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of

Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.



## **8.5 Complaints**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to GR applicants'/participants' complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving a formal complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCPM within three (3) business days of mailing to the complainant.
- 8.5.8 Complaints by/from GR Applicants/Participants shall be handled in accordance with the provision of the Exhibit A - SOW, Section 12.0, Quality Control and Complaints System and Section 13.0, Civil Rights Complaints Procedure.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN-GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, DPSS will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to

post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Intentionally Omitted**

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and



State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the contract documents including, but not limited to, this Contract, Amendments and Change Notices and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract, Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.4 - Confidentiality.

## **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been

given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from

or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

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

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Shall Be Primary**

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

#### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 County Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
--------------------	-------------

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 8.25.4 **Unique Insurance Coverage**

##### ▪ **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### ▪ **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an



Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

▪ **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 20,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

**8.26 Intentionally Omitted**

**8.27 Most Favored Public Entity**

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

**8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 Non Exclusivity**

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

#### **8.30 Notice of Delays**

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

#### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA is not able to resolve the dispute, the County Contract Director, or designee shall resolve it.

#### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

#### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

#### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered by email, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses

may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DPSS Director or his /her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following

conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the CCPM. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by

applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The CCPM is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the CCA before any Subcontractor employee may perform any work hereunder.
- 8.40.9 Contractor shall monitor its Subcontractors to ensure compliance with the terms of this Contract and the requirements set forth in Exhibit A – SOW.
- 8.40.10 Contractor shall ensure that Subcontractors verify participant's initial and ongoing eligibility for funding under this Contract.

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under

this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

#### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to



demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

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

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.54 Compliance with County's Zero Tolerance Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

Contractors are required to complete the Zero Tolerance Human Trafficking Policy Certification, Exhibit P, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provisions as defined in this Subsection 8.54.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Auditor-Controller Contract Accounting and Administration Handbook**

Applicable provisions of the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook are incorporated herein by reference. The handbook is available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

#### **9.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in

writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

### **9.3 Compliance with Regulations**

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

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (42 U.S.C. 7401-7671q.)
7. Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

9.3.1 Contractor shall maintain all licenses required to perform the Contract.

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

### **9.4 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

“Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit N, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.5 Fiscal Accountability**

Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

## **9.6 Noncompliance**

If, in the judgment of the DPSS Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the DPSS Director, or designee, in a written notice describing the reasons for said action.

## **9.7 Participation in the Homeless Management Information System (HMIS)**

- Contractor will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). Contractor shall participate by entering data directly into the Los Angeles CoC's HMIS system, and adhere to all the implementation guidelines developed under the Los Angeles CoC's HMIS. “Participation” includes, but is not limited to, the input of all programmatic and client data, and when necessary, the generation of all mandated reports, and the use of any data monitoring tools or aggregate reports.
- Contractor shall only use HMIS programs for entering programmatic or client data.
- Contractor shall ensure that data is accurately input and reported.

## **9.8 Shred Documents**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

## **9.9 Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

### **a. Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

### **b. Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.



c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.9 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**9.10 Execution of Counterparts**

This Contract, amendments and change notices may be executed in several counterparts all of which taken together constitutes one single document.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

**Mary C. Wickham, County Counsel**

By \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

\_\_\_\_\_ Date

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

By \_\_\_\_\_  
Peter Lynn, Executive Director

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

**Mary C. Wickham, County Counsel**

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

\_\_\_\_\_ Date

**STATEMENT OF WORK  
TABLE OF CONTENTS**

<b><u>Section Title</u></b>	<b><u>Page</u></b>
<b>PREAMBLE</b>	
<b>1.0 GENERAL .....</b>	<b>60</b>
<b>2.0 MANAGEMENT SERVICES .....</b>	<b>61</b>
<b>3.0 COUNTY ELIGIBILITY REQUIREMENTS .....</b>	<b>63</b>
<b>4.0 CONTRACTOR SERVICES .....</b>	<b>64</b>
<b>5.0 PERFORMANCE OUTCOME MEASURES .....</b>	<b>65</b>
<b>6.0 COUNTY RESPONSIBILITIES .....</b>	<b>65</b>
6.1 Eligibility Determination, Referrals and Coordination.....	65
6.2 Training.....	65
6.3 Materials .....	66
6.4 Required Forms.....	66
<b>7.0 CONTRACTOR RESPONSIBILITIES .....</b>	<b>67</b>
7.1 Contract Manager .....	67
7.2 Personnel .....	68
7.3 Materials, Equipment and Facility .....	68
7.4 Training.....	69
7.5 Subcontractor Contract List .....	69
<b>8.0 SPECIFIC TASKS .....</b>	<b>70</b>
8.1 Receive and Process Referred Homeless GR Applicant/Participant .....	70
8.2 Adhere to Minimum Emergency Housing Standards .....	71
8.3 Comply with Building and Safety Codes, and Fire Codes .....	75
8.4 Laundry Facilities.....	75
8.5 Record Keeping .....	75
8.6 Reports .....	77
8.7 Hours of Operation .....	79
8.8 Shelter Rules .....	79
8.9 Sex Trafficking Prevention Requirements .....	81
<b>9.0 REGULATIONS .....</b>	<b>82</b>

<b>10.0</b>	<b>INTENTIONALLY OMITTED.....</b>	<b>82</b>
<b>11.0</b>	<b>FRAUD REFERRALS.....</b>	<b>82</b>
<b>12.0</b>	<b>COMPLAINTS.....</b>	<b>82</b>
	12.1 DPSS Received Complaints.....	82
	12.2 Contractor Received Complaints.....	83
<b>13.0</b>	<b>CIVIL RIGHTS COMPLAINTS PROCEDURE.....</b>	<b>83</b>
<b>14.0</b>	<b>CUSTOMER SERVICE.....</b>	<b>84</b>
	14.1 Customer Service Program.....	84
	14.2 Customer Service Complaints.....	84
<b>15.0</b>	<b>QUALITY CONTROL.....</b>	<b>85</b>
<b>16.0</b>	<b>PERFORMANCE REQUIREMENTS SUMMARY.....</b>	<b>87</b>
	16.1 Performance Requirements Summary (PRS) Chart.....	87
	16.2 PRS Services Consistent with Contract and SOW.....	88
	16.3 Monitoring.....	88
	16.4 Notices of County Review Findings.....	90
	16.5 Remedy of Defects.....	90
	16.6 Unsatisfactory Performance Remedies.....	90
<b>15.0</b>	<b>TECHNICAL EXHIBITS</b>	
	Technical Exhibit 1 – Performance Requirements Summary Chart.....	92
	Technical Exhibit 2 – Intentionally Omitted.....	96
	Technical Exhibit 3 – Shelter Occupancy Report Form.....	97
	Technical Exhibit 4 – Monthly Management Report (MMR).....	99
	Technical Exhibit 5 – Subcontractor Contact List.....	100
	Technical Exhibit 6 – Contract Discrepancy Report.....	101
	Technical Exhibit 7 – Incident Report Form.....	102
	Technical Exhibit 8 – Complaint of Discriminatory Treatment.....	104
	Technical Exhibit 9 – Monthly Complaint Log.....	105
	Technical Exhibit 10 – Civil Rights Complaint Investigation Process.....	106
	Technical Exhibit 11 – Civil Rights Training Report.....	107
	Technical Exhibit 12 – Crisis Housing Order Form (ABP 295CH).....	108
	Technical Exhibit 13 – Voucher Notice (ABP479CH).....	110

## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## STATEMENT OF WORK

### 1.0 GENERAL

#### 1.1. Scope of Work

The purpose of this Contract is to assist homeless General Relief (GR) applicants and participants with temporary emergency shelter in homeless shelters located in Los Angeles County. To accomplish this, the Department of Public Social Services (DPSS) seeks to partner with the Los Angeles Homeless Services Authority (LAHSA) to utilize shelters under contract with LAHSA.

LAHSA will solicit for Subcontractors that will make available to DPSS up to 397 shelter beds each day for the exclusive use of homeless GR applicants/participants. LAHSA Subcontractors also will provide additional supportive services as defined in this SOW Section 4.0., to all homeless GR applicants/participants.

- 1.1.1 Contractor shall enter into subcontracts with homeless shelter providers in all geographical areas of Los Angeles County, to make available up to 397 beds, in dormitory style or single occupancy rooms each day for the exclusive use of homeless GR applicants/participants in a safe and clean emergency shelter.
- 1.1.2 Each morning, Monday through Friday, the Contractor shall communicate with each subcontracted shelter, to receive a number of occupied beds and a number of available beds. The Contractor will create the method of obtaining these numbers. The Contractor will report these numbers to the GR Vendor Coordinator by 9:30 a.m., by email or by phone as back-up, at 1-800-255-0902. The email address will be provided by DPSS 30 days before July 1, 2017.
- 1.1.3 Homeless GR applicants/participants will be authorized by DPSS to stay at a shelter for a period up to 14 days (or until the GR case is approved.) Additional vouchers can be granted by DPSS until the GR case is approved, or for applicants/participants who receive the extended shelter stay (disabled or TAY individuals), for up to 90 days. The Contractor will be notified of additional shelter nights for GR applicants/participants periods, or of cancellations via email, or with a phone call as back-up.

## 2.0 MANAGEMENT SERVICES

Contractor shall provide all management services necessary for the provisions of homeless shelter and supportive services as required by this Contract. Contractor's management services shall include, but are not limited to:

- 2.1 Contractor shall solicit for Subcontractors through an open competitive process. Subcontractors must be acceptable to, and approved by DPSS.
- 2.2 Contractor shall maintain Subcontractor shelter facilities in each of the five Supervisorial Districts (SDs), and eight Service Planning Areas (SPAs), to the extent possible.
- 2.3 Contractor shall submit Subcontractors Contact List, including contact information, Technical Exhibit 5, prior to the execution of this Contract and an updated list to DPSS' CCPM and CCA, within five (5) business days whenever a change occurs.
- 2.4 Contractor shall plan, coordinate, implement, and monitor service delivery.
- 2.5 Contractor shall ensure Subcontractors provide supportive services set forth in SOW, Section 4.0 to all homeless GR non-disabled, disabled and TAY applicants/participants referred by DPSS.
- 2.6 Contractor shall monitor performance of all Subcontractors.
- 2.7 Contractor shall ensure the performance outcome measures set forth in this SOW Section 5.0 Performance Outcome Measures are met.
- 2.8 Contractor shall ensure that Subcontractors submit accurate and timely invoices along with supporting documentation (including vouchers) which identifies the participant and their length of stay.
- 2.9 Contractor shall track all homeless GR applicants'/participants' services provided by Subcontractor by SD/SPA.
- 2.10 Contractor shall prepare and submit accurate, complete and timely reports as required in the contract (e.g. SOW Section 8.6 Reports).
- 2.11 Contractor shall ensure that County's access to Contractor and service providers includes the following:

- A dedicated phone line for the County to use, with service provider staff available during standard business hours (Monday through Friday, 8:00 am – 6:00 p.m.).
- 2.12 Contractor shall ensure that key shelter management staff (e.g. shelter manager, residential shift manager & security staff) is present at each shelter. When there is a vacancy, an interim replacement is made within 15 calendar days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor shall notify County in writing of any change in key shelter management staff within 15 calendar days of the vacancy.
- 2.13 Contractor shall provide County within ten (10) business days of the commencement of this Contract with standards the Subcontractors use to certify fluency of staff in reading, writing, and speaking both English and the other language(s) in which they are providing services other than English (e.g., Native speaker and/or educational level in language).
- 2.14 The GR homeless population is composed of English and non-English speaking participants. Hence, the Contractor shall ensure that the Subcontractors provide services for English and non-English speaking participants in their preferred language through multi-lingual staff or language interpretation services available through DPSS. The most common primary languages are English, Spanish, Armenian, Cambodian, Chinese (Cantonese and Mandarin), Korean, Russian, Spanish, Tagalog, and Vietnamese.
- 2.15 Contractor shall ensure that Subcontractors' verbal instructions and written materials are in the languages of applicants receiving homeless services. Contractor shall ensure these materials are accurately translated. Contractor shall provide County with the methodology the Subcontractors use for certification.
- 2.16 Contractor shall ensure all required posters and materials are posted at Subcontractor sites as directed by County, and are accessible to the public.
- 2.17 Contractor shall meet with County as needed, to discuss programmatic issues, general procedural issues, and general concerns. Either County or the Contractor may request such a meeting.
- 2.18 Contractor shall ensure Subcontractors provide homeless shelter and services to all homeless GR applicants/participants as set forth in Section 1.1.3.



- 2.19 Contractor shall ensure Subcontractors assess all individuals using the corresponding assessment tool (CES Survey Assessment for disabled and non-disabled GR applicants/participants, and Youth CES Survey for GR TAY) by the end of the fifth day after entering the shelter.

Contractor shall ensure Subcontractor inputs assessment into the HMIS within 48 hours after CES is completed and will participate in coordinated entry case conferencing and/or relevant collaborative meetings. Participation in CES is not a guarantee of services but maximizes an individual's access to housing resources.

For individuals for whom safe and stable housing cannot be identified, Contractor will work with the CES lead agency in their Service Planning Area (SPA) to identify if there is alternate temporary housing options such as crisis housing or bridge housing to refer to.

- 2.20 Contractor shall work with the GR office to reserve a bed for the GR applicant/participant, should they be unable to arrive at a shelter during normal intake hours, as a result of receiving a shelter voucher at the end of the day, and/or transportation issues. Should the bed not be utilized by 7:00 p.m., the bed may be released for use by the general population.
- 2.21 Contractor shall ensure that appropriate Subcontractor staff is trained on CES tools and processes.

### **3.0 COUNTY ELIGIBILITY REQUIREMENTS**

- 3.1 Homeless GR applicants are eligible to receive up to 14 days (or more until the GR case is approved) of shelter services and supportive services under this Contract if they meet the following requirements:
- 3.1.1 Must apply for GR benefits and their GR case must be pending eligibility determination;
  - 3.1.2 Must state they are homeless and appear to meet GR Program eligibility criteria; and
  - 3.1.3 Must be referred to a shelter with a DPSS voucher (ABP 295CH).
- 3.2 Homeless disabled GR applicants are eligible to receive shelter services (up to 90 days) and supportive services under this Contract if they meet the following eligibility requirements:

- 3.2.1 Must apply for GR benefits and have a physical or mental condition that limits their ability to find or keep employment, and their GR case must be pending eligibility determination;
  - 3.2.2 Must receive an assessment conducted by a Mental Health Clinician or a County provided doctor to verify their disability. A letter from a doctor that verifies a disability may be provided instead. These individuals will be considered unemployable while their case is pending;
  - 3.2.3 Must state they are homeless and appear to meet GR Program eligibility criteria; and
  - 3.2.4 Must be referred to a shelter with a DPSS voucher (ABP 295CH).
- 3.3 Homeless TAY GR applicants are eligible to receive shelter services (up to 90 days) and supportive services under this Contract if they meet the following eligibility requirements:
- 3.3.1 Must apply for GR benefits, their GR case must be pending eligibility determination;
  - 3.3.2 Must state they are homeless and appear to meet GR Program eligibility criteria;
  - 3.3.3 Must be referred to a shelter with a DPSS voucher (ABP 295CH); and
  - 3.3.4 Must provide proof they are 18 to 25 years old.
- 3.4 GR participants are eligible to receive shelter services and supportive services as described in this contract, on a case by case basis.

#### **4.0 CONTRACTOR SERVICES**

- 4.1 Contractor shall ensure that Subcontractors provide the shelter services described herein:

##### Supportive Services

- refer to mental health services within one business day of being identified, provided the GR applicant/participant is willing to accept the referral;
- refer to substance use disorder services within one business day of being identified, provided the GR applicant/participant is willing to accept the referral;

- CES Survey Assessment tool for Disabled and non-disabled GR applicants/participants as defined in this SOW subsection 2.19;
- Youth CES Survey Assessment tool for TAY as defined in this SOW subsection 2.19;
- case management;
- family reunification services (for TAY);
- residential supervision; and
- crisis intervention

#### Core Services

- security at the shelters;
- meals;
- restrooms and showers.

4.2 Additional services to be provided through leveraged resources including but are not limited to: physical health care, mental health care, substance disorder/recovery skills, education/life skills, and legal services.

### **5.0 PERFORMANCE OUTCOMES**

Contractor shall meet the following performance outcome measures:

- 1) 75% of all GR applicants/participants including non-disabled, disabled and TAY individuals who stay in a shelter, will complete a CES Survey Assessment within five days of entering the shelter.
- 2) 30% of homeless disabled and TAY GR applicants/participants served will obtain temporary or permanent housing within 90 days.

### **6.0 COUNTY RESPONSIBILITY**

The County will administer the Contract according to Section 6.0, Administration of Contract – County. County may provide the following:

#### **6.1 Eligibility Determination, Referrals, and Coordination**

6.1.1 DPSS shall determine Homeless GR applicants' eligibility.

6.1.2 DPSS staff will make a reservation and refer homeless GR applicants directly to the Subcontractors' shelters via telephone and/or by the LRS.

#### **6.2 Training**

6.2.1 County will arrange for the Civil Rights biennial training for Contractor and Subcontractor staff by County trainers.

- 6.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor and Subcontractors. If County provides such training, Contractor shall ensure that all staff providing services under the Contract is trained.

6.3 Materials

County shall provide for Contractor's use the following:

- 6.3.1 A list of County observed holidays.
- 6.3.2 Civil rights complaint forms, Complaint of Discriminatory Treatment, Technical Exhibit 8, and Civil Rights Complaint Investigation Process, Technical Exhibit 10, for use by GR applicants/participants in reporting civil rights complaints.

6.4 Required Forms

6.4.1 ABP 295CH, "Crisis Housing Order Form"

County will provide the homeless GR applicant with a referral voucher (ABP 295CH) and the Contractor shall ensure the Subcontractors maintain and process the vouchers in accordance with Subsections 8.1.3 and 8.5.1. (Technical Exhibit 12).

6.4.2 ABP 479CH, "Voucher Notice"

County will provide each person referred for shelter with a Voucher Notice (ABP 479). The Notice provides explicit instructions to the GR applicant/participant to not sign the ABP 295 in advance, and to sign only in pen. It also lists concerns affecting the shelter and/or the room and notifies referred GR applicants/participant that if they have problems with the room or shelter they should call 1-800-255-0905. If problems pose a danger to their health or safety, they may be entitled to a different room or a new DPSS voucher for a different shelter (Technical Exhibit 13).

County will provide Contractor with copies of the Voucher Notice (ABP 479) in English and Spanish for each Subcontractors to post public view.

#### 6.4.3 PA 607, "Complaint of Discriminatory Treatment"

County will provide Contractor with an initial supply of complaint forms (PA 607). Contractor shall give the PA 607 to the homeless GR applicant in the event that he/she complains to the Contractor about any alleged discriminatory treatment by Contractor (Technical Exhibit 8).

### 7.0 **CONTRACTOR RESPONSIBILITY**

#### 7.1 Contract Manager

- 7.1.1 Contractor shall provide a Contract Manager who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager is responsible for oversight, negotiation and compliance aspects of the Contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.
- 7.1.2 The Contract Manager or alternate shall have full authority to act for Contractor on all Contract matters relating to the management, coordination and compliance matters associated with this Contract.
- 7.1.3 The Contractor's Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.
- 7.1.4 The Contractor's Contract Manager are not authorized to make any changes in the Standard Terms and Conditions of the Contract and are not authorized to obligate Contractor to DPSS in any way whatsoever.
- 7.1.5 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday except County holidays.
- 7.1.6 The Contract Manager or alternate shall attend meetings as needed; communicate by telephone and by written correspondence.
- 7.1.7 Contractor shall notify County in writing, within five business days, whenever there is a change in Contract Manager.

## 7.2 Personnel

- 7.2.1 Contractor shall ensure that both Contractor and Subcontractor provide staff with background experience and expertise to provide the services required in the SOW.
- 7.2.2 Contractor shall assign and shall ensure that Subcontractor assigns, a sufficient number of employees to perform the required work. At least one employee on site shall have authority to act for the Contractor or Subcontractor on all matters relating to the daily operation of the Contract.
- 7.2.3 Contractor shall ensure that Subcontractors provide bilingual staff to meet the needs of the County's homeless GR applicants/participants receiving services from Subcontractors. When a GR applicant/participant's primary language is other than English or the GR applicants/participants is hearing-impaired, information shall be provided through written materials in the appropriate language.
- 7.2.4 Contractor shall ensure that the Subcontractors have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other language(s) in which they are providing services. Contractor's methodology shall be shared with County upon request.
- 7.2.5 All personnel shall be qualified in accordance with all federal, State, County and local laws, ordinances, regulations and requirements applicable hereto.

## 7.3 Materials, Equipment, and Facilities

- 7.3.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 7.3.2 Contractor shall establish and maintain an inventory to include the following information when materials/equipment are purchased with County funds:
  - 7.3.2.1 Name and phone number of Contractor's contact person where equipment is located;
  - 7.3.2.2 Address where equipment is located;
  - 7.3.2.3 Type of equipment;
  - 7.3.2.4 Brand and model number of equipment; and

7.3.2.5 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.

7.3.3 Contractor shall update the equipment inventory on no less than an annual basis and shall provide County an updated Contractor's Equipment Control Form, Technical Exhibit 14, during the term of this Contract upon request.

7.3.4 Contractor shall provide and shall ensure that Subcontractors provide all equipment necessary to perform all services required by this Contract.

7.3.5 Contractor shall provide and its Subcontractors shall provide sufficient telephone lines at its site(s).

7.3.6 Contractor and Subcontractors shall have responsibility for installation, repair and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.

#### **7.4 Computer Equipment Supplies and Security**

7.4.1 Contractor shall provide and shall ensure its Subcontractors provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.

7.4.2 Contractor shall report to the CCA, the loss, vandalism or theft of computer supplies and equipment within 24 hours after discovery. For stolen equipment, Contractor and/or Subcontractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours of receipt of the police report, excluding weekends and holidays.

7.4.3 Contractor shall provide and shall ensure Subcontractors provide all security for computers and printers and computer access to ensure that the equipment is secure.

#### **7.5 Training**

7.5.1 Contractor shall ensure its Subcontractors provide training programs for all new employees and continuing in-service training for all employees.

7.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards

## 8.0 SPECIFIC TASKS

### 8.1 Receive and Process Referred Homeless GR Applicant/Participant

Contractor is responsible for subcontracting with homeless shelters to receive and process the homeless GR applicant/participant referred by DPSS. Contractor will ensure subcontractors provide the following:

All homeless GR applicants/participants referred by DPSS with an ABP 295CH for temporary shelter and show up are provided with temporary shelter within the same business day.

8.1.1 Each morning the Contractor shall obtain the number of occupied and unoccupied beds from the Subcontractors by a method created by the Contractor, and then call the DPSS Vendor Coordinator to report the number of occupied and unoccupied beds, unless it is automated in the LRS. Contractor shall report as vacant all beds unoccupied the night before and all beds of those participants whose vouchers expire that morning by contacting the subcontracted shelters.

8.1.2 If there are vacancies, the DPSS staff shall telephone the shelter providers for a reservation and then refer eligible homeless GR applicants/participants with an ABP 295CH voucher to Subcontractor. The referred GR applicant/participant shall provide the Subcontractor with an ABP 295CH voucher indicating the participant's name, case number, DPSS District Office, and number of days the GR applicant/participant is eligible for shelter.

Note: Whenever voucher cancellations become necessary and DPSS staff is aware of it, DPSS staff shall make a telephone call to inform Subcontractors of the cancellation.

8.1.3 Contractor shall ensure the Subcontractors provide the referred GR applicant/participant with emergency shelter, and subcontractor shall keep the two copies of the ABP 295CH vouchers intact during the referred GR applicants/participants stay so as to maintain records of occupancy.

8.1.4 Contractor shall ensure all Subcontractors comply with all applicable laws regarding nondiscrimination (reference Contract, Section 8.0, sub-section 8.7 – Compliance with Civil Rights Law). Contractor shall not refuse services without good cause to any GR applicant/participant. Good Cause shall be defined as:

8.1.4.1 Drunk and disorderly conduct.



8.1.4.2 Behavior that could cause injury to self, other persons or to property.

8.1.4.3 Conduct that infringes upon the rights of others.

8.1.4.4 Failure to follow Shelter Rules.

8.1.4.5 GR applicants/participants who have a history within the past month of misconduct as defined above.

8.1.5 If appropriate, the DPSS staff will extend the GR applicant's/participant's stay at the facility. Also, the DPSS staff will cancel the GR applicant's/participant's authorization to stay, if the GR applicant/participant becomes ineligible for GR benefits at any point.

8.1.6 Contractor shall ensure Subcontractors have the GR applicant/participant read, or will read to the GR applicant/participant the Shelter Rules as set forth in SOW 8.8 and then will obtain the GR applicant's/ participant's signature that he/she understands and will follow the rules.

8.1.7 Contractor shall ensure that Subcontractors provide each GR applicant/participant with a form of HMIS identification generated through either Swipe Card or Biometric technology that the GR applicant/participant will use to sign in to the shelter each day.

## 8.2 Adhere to Minimum Emergency Housing Standards

8.2.1 Contractor shall ensure Subcontractors do not allow a voucher recipient to be placed in, or be allowed to continue occupancy of, any dormitory, room or rooms in which County Department of Public Health (DPH) or any applicable government department has found any of the following conditions to exist or to have existed when a GR applicant/participant occupied said room(s), or in any room or rooms affected by such conditions. Violation of any of the following requires immediate closing or repair of the affected rooms or space. DPH will inspect the shelters annually, or as required by DPSS.

8.2.1.1 Infestation of insects or rodents.

8.2.1.2 Gross structural damage or general dilapidation.

- 8.2.1.3 Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
  - 8.2.1.4 Lack of hot or cold water, gas or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
  - 8.2.1.5 Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.
  - 8.2.1.6 Any accumulation of rubbish, debris or trash upon the premises.
  - 8.2.1.7 Lack of adequate heating. Adequate heating is defined as 70°F to 80°F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70°F to each room, if the occupant wants heat, 24 hours a day if individually controlled.
- 8.2.2 All shelter rooms and public areas serving said rooms shall be in compliance with the following standards, and no GR applicant/participant shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards.
- 8.2.2.1 The facility shall be in compliance with current fire codes.
  - 8.2.2.2 Lighting in all rooms, hallways, and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways, and public areas.
  - 8.2.2.3 In facilities/rooms with public bathrooms, all wash basins, toilets, bathtubs, and shower stalls shall be operable, reasonably clean, and sanitary.
  - 8.2.2.4 All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
  - 8.2.2.5 If provided, each private room shall have a door lock operable from both inside and outside the room, and a key; each window in the room shall be unbroken, and all movable windows shall be able to be opened and to be secured.

- 8.2.2.6 If applicable, each GR applicant/participant shall have the only key to his/her room except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
  - 8.2.2.7 If separate rooms are provided, each room shall contain a bed for the GR applicant/participant and a place in which to store clothing, both in good repair.
  - 8.2.2.8 On arrival at the facility, each GR applicant/participant shall receive a new or freshly laundered blanket, a freshly laundered towel, and a bed with clean untornd bed linen. If a bed is provided it shall contain a mattress and pillow which are dry, clean and untornd. If a cot is provided it should be in good repair.
  - 8.2.2.9 All voucher recipients shall have access to adequate toilet tissue and soap at all times.
  - 8.2.2.10 All flooring shall be maintained in a safe condition.
  - 8.2.2.11 Necessary security and supervision shall be supplied within the facility reasonable to maintain occupant safety and prevent vandalism, which shall include twenty-four (24) hour security coverage and frequent patrols of building and grounds.
  - 8.2.2.12 Contractor must ensure Subcontractor will promptly move a GR applicant/participant to an area of the dormitory or to another room not in violation of the above standards if the room in which the voucher recipient has been placed is in violation of any of the above standards and the voucher recipient requests another space/room. DPSS shall not pay Contractor for any and all rooms that do not meet the above standards.
  - 8.2.2.13 Contractor shall provide separate sleeping and restroom/bathing areas for males and for females.
- 8.2.3 Contractor shall ensure Subcontractors are in compliance with performing the following services. Failure to meet the following standards may lead to the County taking immediate action halting all referrals of participants to the facility and ceasing of further payments to the Contractor.

- 8.2.3.1 Furniture shall be clean and kept in good repair.
- 8.2.3.2 Daily housekeeping services shall be provided in each shelter facility, and if separate rooms are provided, weekly housekeeping services shall be provided for each room and for all corridors and public areas.
- 8.2.3.3 If separate rooms with beds are provided, and if bedding is provided, it shall be replaced at least once a week with freshly laundered, untorn linen. The linen shall include at least two sheets and a pillow case. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room. In shelter facilities participants shall be provided with a clean blanket once per week or upon reasonable request.
- 8.2.3.4 Freshly laundered towels shall be provided at least twice a week.
- 8.2.3.5 Mattresses and pillows, if provided, shall be checked to ensure that they are dry at the time that the housekeeping service is provided.
- 8.2.4 Contractor shall ensure Subcontractors are in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles County (and/or City) public health ordinances and regulations. Contractor shall provide County, within 48 hours, a copy of the report/citation from any of the above mentioned agencies when a shelter has been cited for violations.
- 8.2.5 If violations are cited by Department of Public Health (DPH), DPSS will determine if the violations warrant immediate action halting all referrals of participants to the facility and ceasing of further payments to Subcontractor.
- 8.2.6 Contractor shall ensure Subcontractors have publicly posted, at all times, in English and Spanish copy of the Voucher Notice (ABP 479CH).
- 8.2.7 Willful and/or repeated violations of any of the above shall constitute a material breach of the Contract upon which County may terminate or suspend the subcontract, if Contractor fails to take appropriate action to correct subcontractor non-compliance.

### 8.3 Comply with Building and Safety Codes, and Fire Codes

Contractor must ensure subcontractors adhere to all Building and Safety Codes, and Fire Codes. Conditions which constitute a danger or which make the premises unhealthy for human habitation and which fall into the areas inspected by the Fire Department or by Building and Safety Department. Contractor shall provide County, within 48 hours, a copy of the report/citation from any of the above mentioned agencies when a shelter has been cited for violations.

### 8.4 Laundry Facilities

Contractor shall ensure that Subcontractor either provides clean and working laundry facilities, or supplies information about laundry facilities available in the immediate area of the shelter, when asked.

### 8.5 Record Keeping

Contractor will ensure Subcontractors maintain complete and accurate records of occupancy. Contractor shall also maintain complete and accurate records as required to fulfill the terms of this contract. This data will be subject to audit by the County.

8.5.1 In processing and maintaining DPSS vouchers (ABP 295CH), the Contractor shall ensure the subcontractor shall:

- 8.5.1.1 Examine all ABP 295CHs before providing services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent as issued by DPSS.
- 8.5.1.2 Ensure that GR applicants/participants sign in pen each ABP 295CH, every morning following the night stayed, and that there has been no alteration of name, date or amount. Vouchers completed in pencil will be rejected.
- 8.5.1.3 Have the authority to refuse to accept irregular ABP 295CHs. GR applicants/participants shall be advised to return to the district office of issuance in case of any irregularity.
- 8.5.1.4 Require GR applicants/participants to sign in pen their names and room/bed numbers on the vouchers **daily** as the services are rendered. Subcontractor shall enter the date. GR applicant/participant shall sign every 24 hours

**no later than 9:30 a.m. following each night's housing.**

All unsigned vouchers found by a DPSS or Contractor monitor after 8:00 a.m. for the previous day will be marked "*unsigned*." Contractor shall disallow all per diem costs associated with unsigned vouchers if submitted for reimbursement by the Subcontractor.

- 8.5.1.5 Have responsibility for comparing GR applicant's/participant's signatures on the ABP 295CH to ensure that participant is the same person who signed in the district office.
- 8.5.1.6 Ensure that each ABP 295CH reflects the total number of nights the GR applicant/participant was housed.
- 8.5.1.7 Agree that no one other than Subcontractor or designee may sign as Contractor on the ABP 295CHs.
- 8.5.1.8 Agree not to exchange ABP 295CHs for cash or other remuneration.
- 8.5.1.9 Not allow the transfer of ABP 295CHs from one GR applicant/participant to another, from one Subcontractor to another, or from one facility to another owned by the same Subcontractor. If change becomes needed, work with the DPSS district office to make any changes.
- 8.5.1.10 Ensure that all ABP 295's are transmitted to the Contractor as part of the supportive documentation when submitting the monthly invoice.
- 8.5.1.11 Understand that failure to follow any of the above provisions may result in denial of payment, suspension and, in some instances, criminal prosecution.
- 8.5.1.12 Ensure that all new employees are properly trained for their job, including handling the above requirements.
- 8.5.2 A reservation/cancellation log to record telephone calls for reservation requests, extensions, cancellations, or any requests from DPSS staff.

- 8.5.3 An incident log that includes records of all acts of violence/reports on any damage done by GR applicants/participants.
- 8.5.4 Records on any rejected voucher/referral and reason for rejection.
- 8.5.5 A log of all occupants who leave prior to the authorized end date on the ABP 295CH.

## 8.6 Reports

### 8.6.1 Shelter Occupancy Report

- 8.6.1.1 Contractor shall prepare and submit monthly Shelter Occupancy Report (Technical Exhibit 3) by the 15<sup>th</sup> calendar day of the month following the month of service.
- 8.6.1.2 When GR applicants/participants leave prior to their authorized stay, or when DPSS terminates a GR applicant's/participant's stay for any reason, Contractor shall count the individual's bed as vacant when designated DPSS staff inquires as to vacancies.
- 8.6.1.3 When Subcontractor refuses services with Good Cause to any GR applicant/participant for one of the reasons listed in SOW sub-paragraph 8.1.4, Subcontractor shall not include that individual in Contractor's occupancy count.
- 8.6.1.4 When Subcontractor is forced to ask an individual to leave the facility for one of the reasons listed in the SOW sub-paragraph 8.1.4, Subcontractor shall include the individual for that calendar day in the monthly report, but shall not include the individual in any subsequent day's occupancy figure.

### 8.6.2 Monthly Management Report (MMR)

- 8.6.2.1 Contractor shall submit an MMR, Technical Exhibit 4, to DPSS' CCPM by the 15th calendar day of the month following the month of service or the next business day thereafter.
- 8.6.2.2 Contractor shall track and provide monthly and year-to-date information for the GR applicants/participants on each MMR as follows:

**A. Needed for all participants, as a total.**

1. The number referred to a shelter
2. The number who stayed
3. The number of nights stayed
4. The number who left shelter early
5. Average length of stay for all participants

**B. Needed for TAY & Disabled participants only.**

6. Number who received CES Survey Assessment
7. Number who received CES Survey Assessment timely
8. Number who received an extended stay
9. Number who received extended stay and left early
10. Number who received case management
11. Number who received family reunification services (TAY only)
12. Number who received referral to mental health services
13. Number who received referral to physical health services
14. Number who received referral to substance disorder/recovery skills
15. Average length of stay for TAY participants
16. Average length of stay for disabled participants

**C. OUTCOMES:**

17. % non-disabled, non-TAY participants who received the CES Survey Assessment within 5 days of entering shelter
18. % of TAY participants who received the Youth CES Survey within 5 days of entering shelter
19. % of disabled participants who received the CES Survey Assessment within 5 days of entering shelter
20. Number of total participants who received housing (any kind) within 90 days
21. % of total participants who received housing (any kind) within 90 days
22. Number of TAY participants who received housing (any kind) within 90 days
23. % of TAY participants who received housing (any kind) within 90 days
24. Number of disabled participants who received housing (any kind) within 90 days



25.% of disabled participants who received housing (any kind) within 90 days

Note: If the Contractor determines that the data on the MMR can be generated by their internal Homeless Management Information System, County must review and approve the report before it is submitted in lieu of the manual MMR.

#### 8.6.3 Ad Hoc Reports

At various times, County may request data or other information from Contractor on an Ad Hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period.

#### 8.6.4 Monthly Complaint Logs

Contractor shall submit all Monthly Complaint Logs, Technical Exhibit 9, per SOW, Section 12.4, Contractor Received Complaints, to the CCPM, with a copy to the CCA, by the 15<sup>th</sup> calendar day of the month following the month of services.

#### 8.7 Hours of Operation

Contractor will ensure Subcontractor's homeless shelter facility is staffed 24 hours per day, seven days per week. GR applicants/participants with a bed reservation may be referred by DPSS, Monday through Friday from **7:00 a.m. to 7:00 p.m.**

#### 8.8 Shelter Rules

Contractor shall ensure Subcontractors adhere to shelter rules for the facility. DPSS must review all shelter rules before they are put into effect and must approve all future changes before they are put into effect as set forth in this Contract. Contractor's approved shelter rules are as follows:

8.8.1 No alcoholic beverages or any form of non-prescribed drug use allowed at any time. Security/Housing Personnel will investigate any suspicion of drug and/or alcohol misuse.

8.8.2 Intoxication (drunkenness) and disorderly conduct will not be tolerated in the shelters.

- 8.8.3 Security may inspect all bags and packages brought into the building.
- 8.8.4 Any form of violence will not be permitted, and is cause for immediate eviction, and possible criminal complaint.
- 8.8.5 Abusive language, physical threats, etc., directed towards staff or other residents are cause for eviction.
- 8.8.6 Damaging or defacing any room or the building in any way is cause for immediate eviction, and possible criminal complaint.
- 8.8.7 Playing of radios and televisions loudly is not permitted.
- 8.8.8 There is no loitering (“hanging around”) in areas identified with restrictions, or outside of the building.
- 8.8.9 NO WEAPONS of any kind (guns, buck knives, iron rods, etc.) will be permitted or worn within the building at any time. Violators will have their items confiscated and turned in to the Police Department. Residents will be evicted.
- 8.8.10 No one will be permitted entrance into the shelter building, except as stipulated by the shelter.
- 8.8.11 No hot plates (cooking) or other forms of cooking utensils allowed.
- 8.8.12 No smoking in elevators, hallways, dining room, or nonsmoking areas of the shelter.
- 8.8.13 Visitors allowed only in main lobby or waiting areas and at times that are in accordance to the shelters rules.
- 8.8.14 Lounge areas open and close in accordance to the shelter rules which may vary.
- 8.8.15 Shelter staff is not responsible for lost, damaged or stolen personal property.
- 8.8.16 No urinating in places other than restroom facilities
- 8.8.17 No throwing of personal items out the window.
- 8.8.18 GR applicant/participants must be appropriately dressed whenever going anywhere in the building (i.e., No Bare Feet).

8.8.19 No pets, (Service and therapy animals are allowed with verbal confirmation from the owner and in accordance with the shelter rules).

8.8.20 All DPSS vouchers must be signed daily by **9:30 a.m.**

8.8.21 GR applicant/participants may leave after signing the ABP 295CH for the previous night, and must follow the shelter's requirements including check-out times, if any. All belongings must be removed when residents leave, or they will be removed and stored by the shelter staff at the residents own risk.

8.8.22 When GR applicant/participants do not sign the ABP 295CH by **9:30 a.m.**, the ABP 295CH may be terminated and the shelter can require the GR applicant/participants to leave the shelter. All belongings in the room will be removed and stored at the residents own risk.

8.8.23 The shelter may have areas designated as RESTRICTED AREAS and access is not allowed to GR applicant/participants without permission.

#### 8.9 Sex Trafficking Prevention Requirements

The County is committed to the prevention of sex trafficking. To that end, Contractor shall ensure that all subcontractors comply with the following sex trafficking prevention procedures:

- Not participate in or knowingly allow any form of sex trafficking to take place inside their shelters or on their premises.
- The County will provide sex trafficking training to all shelters, which will provide instruction on how to identify sex trafficking.
- Following receipt of the County training on sex trafficking, if sex trafficking is suspected or observed, the shelter's staff, manager, or owner must immediately report the activity to law enforcement.
- Hang human/sex trafficking posters provided by the County in a visible location in your lobby.
- Have all subcontracted staff (such as, management, security, housekeeping, and janitorial staff, etc.) complete sex trafficking training provided by the County annually. The initial training will be a two-hour instructor-led training. The CCPM will assist LAHSA with the coordination and scheduling of the training. All subsequent

trainings will be provided through a video issued to LAHSA by the County. When new staff is hired, the Subcontractor shall confirm that the new staff has completed the video training.

## **9.0 REGULATIONS**

Regulations and statutes applicable to the SOW and Exhibits in this Contract include, but are not limited to, those listed below.

- 9.1 Section 17000 W&I Code of the State of California mandates each County to have a GR Program.
- 9.2 Section 10850 et seq. and 17006 W&I Code of the State of California mandates case records and information confidentiality.
- 9.3 Section 17920 et seq. Health and Safety Code of the State of California provides for regulation of buildings used for human habitation.
- 9.4 Section 1205 Uniform Building Code of the State of California provides sanitation requirements for buildings and dwelling units.
- 9.5 Chapter 11.20 Los Angeles County Public Health Code provides housing requirements.

## **10.0 INTENTIONALLY OMITTED**

## **11.0 FRAUD REFERRALS**

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I). Information can be found on the Internet at [http://dpss.lacounty.gov/dpss/fraud/online\\_reporting.cfm](http://dpss.lacounty.gov/dpss/fraud/online_reporting.cfm)

## **12.0 COMPLAINTS**

### **12.1 DPSS Received Complaints**

County shall refer complaints related to this Contract to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five calendar days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

## 12.2 Contractor Received Complaints

- 12.2.1 Contractor shall maintain and ensure that Subcontractors maintain a Monthly Complaint Log (Technical Exhibit 9) recording each complaint. Contractor shall include in the Monthly Complaint Log, complaints involving: GR applicant/participants, providers, and Contractor or County Departments providing services at the shelter facility.
- 12.2.2 Contractor shall complete and ensure that Subcontractors complete an Incident Report Form (Technical Exhibit 7) of all incidences received directly by Contractor or Subcontractors. Incident reports shall include incidents involving GR applicant/participants, providers, Contractor or County Departments providing services at the shelter facility, and resolution to the incident.
- 12.2.3 Incident reports shall be submitted within 24 hours of incident to County Contract Program Manager (CCPM) listed on Contract's Exhibit E - County Administration.
- 12.2.4 Contractor shall maintain and ensure that Subcontractors maintain the Incident Report per this Contract, Section 8.0, Subsection 8.38, Record Retention and Inspection/Audit Settlement.
- 12.2.5 Complaints against a Subcontractor shall be investigated by Contractor within three County work days from the date the complaint is received.

## 13.0 **CIVIL RIGHTS COMPLAINTS PROCEDURE**

Contractor and Subcontractors shall comply with DPSS Civil Rights requirements, which include but are not limited to the following:

- 13.1 Ensure public contact staff attend the mandatory Civil Rights training provided by DPSS.
- 13.2 Ensure notices and correspondences provided to the GR applicant/participant are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 13.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all GR applicants/participants are provided with the Civil Rights materials.

- 13.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
- 13.4.1 Contractor and Subcontractors shall provide and assist GR applicants/participants with completing a PA 607, Complaint of Discriminatory Treatment, Technical Exhibit 8, in the GR applicant's/participant's primary language available at: <http://dpss.lacounty.gov/dpss/civilrights/forms.cfm>.
  - 13.4.2 Contractor and Subcontractors must maintain a log of civil rights complaints using the CHSS Monthly Complaint Log, Technical Exhibit 7.
  - 13.4.3 Contractor's Contract Manager (CCM) will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and Civil Rights Section (CRS).
  - 13.4.4 CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
  - 13.4.5 CM/CRLs should not attempt to investigate Civil Right complaints. Investigations are handled by CRS.
- 13.5 Use the Civil Rights forms, Complaint of Discriminatory Treatment, Technical Exhibit 8, Civil Right Complaint Investigation Process, Technical Exhibit 10, and Civil Rights Training Report, Technical Exhibit 11, as needed when a GR applicant/participant complains of discriminatory treatment, including alleged American with Disabilities Act (ADA) violation complaints.

## **14.0 CUSTOMER SERVICE**

### **14.1 Customer Service Program**

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

### **14.2 Customer Service Complaints**

For any Customer Service Complaints, Contractor shall follow this SOW, Section 12.0, Complaints.

## 15.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan, including internal monitoring, Subcontractor monitoring, and staff training to assure the County that the requirements of this Contract are met, and that a consistent high level of services are provided throughout the term of this Contract.

Contractor shall monitor Subcontractors semi-annually for the first year for adherence to all terms and conditions of the Contract. Thereafter, contractor shall conduct an annual fiscal and programmatic Risk Assessment for each Subcontractor. Risk Assessment factors will include, but not be limited to, past monitoring visits, accurate and timely invoicing, and HMIS data integrity. Contractor will monitor performance of low risk Subcontractor on an annually basis and moderate risk Subcontractors on a semi-annually basis. High risk Subcontractors will be monitored on a quarterly basis. Monitoring shall include on-site visits to the shelter and may also include desk-review, and/or a technical assistance plan. On-site visits may be announced or unannounced. The technical assistance plan will be individualized based on each high risk Subcontractor's Risk Assessment. Contractor will submit written reports detailing monitoring results to CPSS' CCPM and CCA.

All monitoring records shall be provided to the County upon request.

15.1 The Quality Control Plan shall be submitted to the CCA for review within ninety (90) days of the effective date of this Contract. The plan shall include, but may not be limited to the following:

15.1.1 Method of monitoring to ensure that Contract requirements are being met; a monitoring system covering all Contract services including but not limited to those requirements listed in Performance Requirements Summary, Technical Exhibit 1, identifying specific activities to be monitored, and the frequency of monitoring.

15.1.2 Monitoring of employee files, provider files, homeless GR applicants'/participants' files/records, and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS.

15.1.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable. Record keeping of all monitoring conducted by Contractor identification of all errors found, a clear description of the

problem, the corrective action taken, and the time elapsed between identification and completed correction.

15.1.4 Training plan for newly hired staff.

15.1.5 Samples of forms to be used in monitoring.

15.1.6 Samples of records to be maintained of staff training.

15.1.7 A written report of all investigations conducted by the Contractor documenting any corrective action and the resolution of the problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.

15.2 Contractor's Quality Control Plan shall also cover monitoring of the Crisis Housing Subcontractors which shall include:

15.2.1 Monitoring Subcontractors for quality of services provided to homeless GR applicants/participants.

15.2.2 Monitoring for Services provided, which may include but not limited to:

1. Number of participants that received shelter beds and supportive services.
2. Type of supportive services received.
3. Invoices.
4. Complaints received.

15.2.3 Monitoring Subcontractors for Contract compliance in the areas of administrative accountability, fiscal responsibility and service delivery requirement.

15.2.4 Monitoring procedure of Subcontractors to verify and maintain all DPSS homeless GR applicants/participants' signed referral vouchers (ABP 295CH).

15.2.5 Data collection and monitoring systems to ensure that services are equitable for all homeless GR applicants/participants served under this contract.

15.2.6 Monitor Subcontractors in a timely manner and maintain records of monitoring activities, documentation of findings, and a written monitoring report.



- 15.2.7 Monitoring of Subcontractors' employee files, participants' records, and reports.
- 15.2.8 Ensuring that Subcontractors' employees performing services under this Contract meet the background and security investigation requirements as set forth in Section 7.0 Administration of Contract, Subsection 7.3 Background and Security Investigations.
- 15.2.9 Monitoring of Subcontractors' shelter facilities for health and safety requirements as set forth in the SOW, Section 8.0, Specific Tasks, Subsection 8.2. Adhere to Minimum Emergency Housing Standards and 8.3 Comply with Building and Safety Codes, and Fire Codes.
- 15.2.10 Ensuring that funds paid to the Subcontractor are commensurate with services provided
- 15.2.11 Monitoring reports are to be submitted to County no later than 45 calendar days after Subcontractor monitoring is completed by Contractor. Upon the expiration or termination of the Contract, Contractor shall submit pending monitoring reports to County within 90 days from the Contract end date.

## **16.0 PERFORMANCE REQUIREMENTS SUMMARY**

### **16.1 Performance Requirements Summary (PRS) Chart**

A PRS Chart, Technical Exhibit 1, lists required services that will be monitored by the County during the term of this Contract. Contractor shall adhere to the PRS Chart which lists the following:

1. Required services most critical to satisfactory Contract performance (Column 1).
2. Defines the Standard of performance for each required service (Column 2).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before County assesses Unsatisfactory performance (Column 3).
4. Monitoring methods to be used to evaluate Contractor's performance in meeting the Contract Requirements (Column 4).
5. Action required for not meeting the minimum AQL, for each listed Contract service requirement (Column 5).

- 16.2 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

### 16.3 **Monitoring**

- 16.3.1 Contractor shall be monitored at a minimum on an annual basis or as often as needed. Contractor may be monitored for adherence to all terms and conditions of the contract. In addition, Contractor may be monitored for required services listed on the PRS. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the CEO and Board of Supervisors.

Contractor's performance may be evaluated by a variety of inspection methods. The methods of monitoring that may be used are:

- 16.3.1 Review of Contractor's documentation/results on the monitoring of their Subcontractors;
- 16.3.2 Review of Subcontractor monitoring reports;
- 16.3.3 Review of the timeliness of monitoring Subcontractors;
- 16.3.4 Review results of Contractor's interviews/written surveys with participants and providers;
- 16.3.5 Review of Contractor's procedures and reports for investigating, responding to, and resolving of complaints;
- 16.3.6 On-site evaluations of Contractor's compliance with administrative requirements;
- 16.2.7 Review of employee files, Subcontractors' records and reports maintained by the Contractor;

16.3.8 Review of Contractor's procedure for verifying participants' eligibility; and

16.3.9 Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection;

#### 16.3.2 Performance Evaluation Meetings

Contractor is required to attend a Performance Evaluation meeting as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting, in person or by phone, shall be held within five (5) days, at a mutually agreed upon time and place to discuss the problem. Failure to attend will cause issuance of second Contract Discrepancy Report for failure to attend, and Corrective Action Plan.

#### 16.3.3 Contract Discrepancy Report (Technical Exhibit 6)

16.3.3.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

16.3.3.2 The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within ten workdays from the date of the CDR, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted with a timetable for correction of all deficiencies identified in the CDR to the CCA within ten workdays.

#### 16.3.4 Government Observations

In addition to departmental contracting staff, other federal, State and/or County personnel, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **16.4 Notices of County Review Findings**

- 16.4.1 Upon completion of a monitoring review, County shall provide Contractor with a notice of the findings, including a Contract Discrepancy Report, Technical Exhibit 6, if necessary, per SOW, Section 16.0, Performance Requirements Summary, Subsection 16.3, Monitoring.
- 16.4.2 Contractor shall adhere to procedures set forth in SOW, Section 16.0, Performance Requirements Summary.

#### **16.5 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance, Contractor shall, within ten (10) work days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

#### **16.6 Unsatisfactory Performance Remedies**

- 16.6.1 When the Contractor performance does not conform to the requirements of this Contract, the County will first discuss the unsatisfactory performance with the Contractor to determine Good Cause. If good cause does not exist, the County will have the option to apply the following nonperformance remedies:
  - 16.6.1.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - 16.6.1.2 Contractor deficiencies which the County determines are severe or recurring and that may place performance of the contract in jeopardy, if not corrected, will be reported to the CEO and Board of Supervisors.
- 16.6.2 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

- 16.6.3 Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's right to terminate any resultant Contract as provided for in subsection 8.42 – Termination for Convenience, herein above.

**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS  
GENERAL RELIEF APPLICANTS/PARTICIPANTS  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Monitoring Method	Action Required
SOW, sub-section 1.1.1	Contractor shall make available shelter beds each day for the exclusive use of homeless GR applicants/participants through subcontract with shelters.		Review of Subcontracts	Corrective Action
SOW, sub-section 5.0, 1)	Contractor shall ensure that all GR applicants/participants including non-disabled, disabled and TAY individuals, who stay in a shelter, complete a CES Survey Assessment within five days of entering the shelter.	75%	Telephone contacts and on-site visits	Corrective Action
SOW, sub-section 5.0, 2)	Contractor shall ensure that homeless disabled GR and TAY applicants/participants served obtain temporary or permanent housing within 90 days.	30%	Telephone contacts and on-site visits	Corrective Action
SOW, sub-section 7.2.5	All personnel shall be qualified in accordance with all Federal, State, County and local laws, ordinances, regulations, and requirements applicable hereto.	97%	Available occupancy provided to County daily; monthly shelter occupancy reports.	Corrective Action
SOW, sub-section 8.2.1	Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of any room or room(s) in which County Department of Public Health (DPH) has found any violations to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions.	100%	Reports/complaints received from DPH and/or GR applicant/participant. On-site visits.	Corrective Action

EXHIBIT A  
Technical Exhibit 1

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Monitoring Method	Action Required
SOW, sub-section 8.2.4	Contractor shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes, and Los Angeles County (and/or City) public health ordinances and regulations.	100%	Reports/complaints received from DPH and/or GR applicants/participants. On-site visits.	DPSS will immediately stop all referrals to the facility in non-compliance.  Referrals will not be restored until facility is in compliance with the appropriate codes.
SOW, sub-section 8.2.5	Contractor shall have publicly posted, at all times ABP 479CH, in English and Spanish.	90%	On-site visits.	Corrective Action
SOW, sub-section 8.3	Contractor must adhere to all Building and Safety Codes and Fire Codes.	100%	Annual DPH reports.	DPSS will immediately stop all referrals to the facility in non-compliance.  Referrals will not be restored until facility is in compliance with the appropriate codes.
SOW, sub-section 8.4	Contractor shall provide adequate laundry facilities, or provide information on locations of laundry facilities in the surrounding area.	90%	On-site visits and/or GR applicant/Participant complaints.	Corrective Action
SOW, sub-section 8.5.1.4	Require GR applicants/participants to sign in pen their names and room numbers on the vouchers <b>daily</b> as the services are rendered. Contractor shall enter the date. Participant shall sign every 24 hours <b>no later than 9:30 a.m. following each night's housing.</b>	95%	review of voucher	Corrective Action
SOW, sub-section 8.5.2	Contractor shall ensure Subcontractor has a reservation/cancellation log to record telephone reservation requests, extensions and cancellation or any request from DPSS staff.	90%	review of voucher and logs.	Corrective Action

**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS  
GENERAL RELIEF APPLICANTS/PARTICIPANTS  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Monitoring Method	Action required
SOW, sub-section 8.5.3	Contractor shall ensure Subcontractor has an incident log that includes records of all acts of violence/reports on any damage done by participants.	97%	review of voucher and logs	Corrective Action
SOW, sub-section 8.5.4	Contractor shall ensure Subcontractor has records on any rejected referral and reason for rejection.	95%	review of voucher and logs	Corrective Action
SOW, sub-section 8.5.5	Contractor shall ensure Subcontractor has a log of all occupants who leave prior to their authorized stay.	90%	review of vouchers and logs	Corrective Action
SOW, sub-section 8.7.1	Contractor's homeless shelter facility must be staffed 24 hours per day, seven days per week. Participants with bed reservations may be referred by DPSS, Monday through Friday from 7:00 a.m. to 7:00 p.m.	100%	Telephone contacts and on-site visits	Corrective Action



**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS  
GENERAL RELIEF APPLICANTS/PARTICIPANTS  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

**MANAGEMENT SERVICES**

Required Section	Performance Service or Standard	Acceptable Quality Level (AQL)	Monitoring Method	Action required
Contract Sub-paragraphs 5.11.3.2	Contractor shall prepare and submit an original Monthly Invoice (Exhibit C) no later than thirty (30) calendar days after the month in which service were provided or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but may not be limited to, the Shelter Occupancy Report (Technical Exhibit 3) and the Subcontractors invoice.	No more than 3 days after due date	Review of invoices and reports	Corrective Action
Contract Sub-paragraph 5.11.6	Contractor shall properly review Subcontractors' invoices to ensure that Contract funds will only be used for eligible GR applicants/participants.	100%	Review of invoices and vouchers	Contractor to repay 100% of any payments paid to subcontractors that were not for eligible GR Applicants/Participants referred to subcontractor's facility via an ABP 295CH
Exhibit A, SOW Section 2.12	Contractor shall prepare and submit accurate complete and timely reports as required in the contract (e.g. Section 8.6 Reports).	No more than two times late in a six-month period and no more than two business days late.	Review of reports	Corrective Action

INTENTIONALLY OMITTED

## **SHELTER OCCUPANCY REPORT FORM**

### **Instructions**

At the end of the report month, Contractor shall complete the Shelter Occupancy Report (SOW Exhibit 13.4) in **triplicate** covering all Subcontractors, as follows:

1. Enter Contractor's name and report month/year.
2. List all vouchers (ABP 295CH) received during the report month, in voucher number order and enter:
  - **Voucher Number**
  - **Participant Name**
  - **DPSS Number**
  - **Place an "X" for each day participant was in residence.**
3. The report should include totals and be broken out by the three GR populations (GR, disabled GR, and TAY).
4. Use a second or third page as necessary. Number each page as "Page \_\_\_\_ of \_\_\_\_."
5. Complete "Total Page" of the Shelter Occupancy Report and staple behind Page 1.

## Shelter Occupancy Report - Service Month: \_\_\_\_\_

CHSS for Homeless GR Applicants/Participants  
July 2017

**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS GR  
APPLICANTS/PARTICIPANTS  
MONTHLY MANAGEMENT REPORT (MMR)**

<b>MMR for Singles - Summary</b>								
<b>Project Information</b>								
Planning Regions (SPA)								
Contract Number:								
Project Name:								
Target Population A:								
Contract Period:								
Month								
Generated By:								
<b>Program Capacity to Be Served for Year: _____</b>								
<b>October, 2017</b>								
Total GR Applicants Served: 200								
Total Shelter Nights Spent: 2,500								
Total GR Applicants Housed: 30								
<b>Year-to-Date</b>								
<b>Shelter Stay</b>	<b>Stayers</b>	<b>Leavers</b>	<b>Total</b>	<b>Adult</b>	<b>TAY</b>	<b>Employable</b>	<b>Disabled</b>	<b>Total</b>
# Referred to Shelter & Served								
# of Nights Spent in Shelter								
# of Early Leavers (<30 Days)								
# of Extended Stayers (90 Days)								
# of Extended Stayers & Early Leavers								
Average Length of Participation	40	30	40	60	15	40	25	40
<b>Year-to-Date</b>								
<b>Performance Evaluation &amp; Outcomes</b>	<b>Stayers</b>	<b>Leavers</b>	<b>Total</b>	<b>Adult</b>	<b>TAY</b>	<b>Employable</b>	<b>Disabled</b>	<b>Total</b>
<b>ASSESSMENT</b>								
# Assessed (Within 5 Days of Program Entry)								
75% Assessed (Within 5 Days of Program Entry)								
<b>HOUSING PLACEMENTS</b>								
# of Extended Stayers Housed (TH/PH)								
% of Extended Stayers Housed (TH/PH)								
Total # of Participants Housed								
Total % of Participants Housed								
30% of TAY & Disabled Housed (Within 90 Days)								
# of TAY & Disabled Housed (Within 90 Days)								
<b>YTD</b>								
<b>Services Provided</b>	<b>Total</b>	<b>Adult</b>	<b>TAY</b>	<b>Employable</b>	<b>Disabled</b>	<b>Total</b>		
CES Assessments								
CES Assessment (within 48 hours)								
Case Management								
Family Reunification Services (TAY Only)								
Mental Health Services								
Physical Health Services								
Substance Disorder/Recovery Skills								

## **SUBCONTRACTORS CONTRACT LIST**

EXHIBIT A Technical Exhibit 6

**CHSS CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Date returned by Contractor:** \_\_\_\_\_

**Date action completed:** \_\_\_\_\_

**DISCREPANCY:**

**The following discrepancies were identified during the month of:** \_\_\_\_\_:

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

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE by or no later than** \_\_\_\_\_ **(Cause and Corrective Action):**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

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

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**COUNTY ACTIONS:**

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

CCA Signature and Date: \_\_\_\_\_

Contractors Representative's Signature and Date: \_\_\_\_\_

**Contractor shall respond via fax at (562) 908-0590 or email a response to the DPSS, County Contract Administrator within ten (10) business days of receipt of this document.**

## CHSS Incident Report Form

<b>Project Site:</b>		<b>Service Month:</b>	
<b>Client Name:</b>		<b>GR Case #:</b>	
(sub-section 12.4.2)			
Staff:		Program/Project:	
Staff:		Program/Project:	
Staff:		Program/Project:	
Staff:		Program/Project:	
Report Date:		Time:	
<b>Were clients involved in anyway:</b>		Yes:	No:
Address:			
Incident location:			
Where were you when the incident/accident occurred?			
<b>Were you or another applicant/participant involved in the incident?</b>		Yes:	No:
<b>Type of incident (check all that apply):</b>			
Adult abuse or Neglect	Threat of Violence	Property Damage	Vehicle Accident
Child Abuse or Neglect	Domestic Violence	Property Lost	Mental Health Crisis
Client Assaulted	Staff Assaulted	Property Stolen	Other
<b>Describe persons directly involved:</b>			
<b>Witness(s) information:</b>			
Name:	Address:	Phone:	
1)			
2)			
3)			
4)			
<b>Additional information for this page:</b>			



<b>Police contacted?</b>				Yes:		No:			
<b>Was a police report filed/taken?</b>				Yes:		No:			
<b>Report filed on:</b>			Date:			Time:			
<b>Report available on:</b>			Date:			Time:			
<b>Anyone require medical attention:</b>				Yes:		No:			
<b>Was an ambulance called:</b>				Yes:		No:			
<b>Anyone taken to the hospital:</b>				Yes:		No:			
<b>Describe:</b>									
<b>Vehicle(s) involved/observed:</b>				Yes:				No:	
License plate:				Make:				Driver:	
Model:				Year:				Passenger:	
Color:				Body Type:				VIN#:	
Other information regarding vehicle(s):									
<b>Incident reported to LAHSA staff:</b>				Yes:		No:			
Reported to:			Date:			Time:			
<b>Notified by (check all that apply):</b>									
In person		By phone		In writing		E-mail		Other	
<b>Information on client(s) involved:</b>									
Name:				Contact number:					
Name:				Contact number:					
Name:				Contact number:					
Name:				Contact number:					
General description of incident/behavior/other information:									
<b>Prepared by:</b>						<b>Date:</b>			

EXHIBIT A, Technical Exhibit 8

**COMPLAINT OF DISCRIMINATORY TREATMENT**

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

**CASE NAME:** \_\_\_\_\_

**CASE NUMBER:** \_\_\_\_\_

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

**I believe I was discriminated against because of my:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> DISABILITY         | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> RELIGION           | <input type="checkbox"/> SEX                         |
| <input type="checkbox"/> MARITAL STATUS        | <input type="checkbox"/> AGE                | <input type="checkbox"/> COLOR                       |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> OTHER: _____                |

**DATE OF OCCURRENCE:** \_\_\_\_\_

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

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

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

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

**I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:**

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

\_\_\_\_\_  
Initial on the line  
above if you give  
consent.

**CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

\_\_\_\_\_  
Initial on the line  
above if you do  
not give consent.

**CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

**ADDRESS:** \_\_\_\_\_

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

**PA – 607 (REVISED 06/11)**

## CHSS Monthly Complaint Log

Crisis Housing  
Site:

Service Month:

Crisis Housing Site or Staff:	_____	Date:	_____
Client's Name:	_____	GR Case #:	_____
		Primary Language:	_____

Complaints: \_\_\_\_\_

---



---



---



---

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

---



---



---



---

Resolution: \_\_\_\_\_

---



---



---

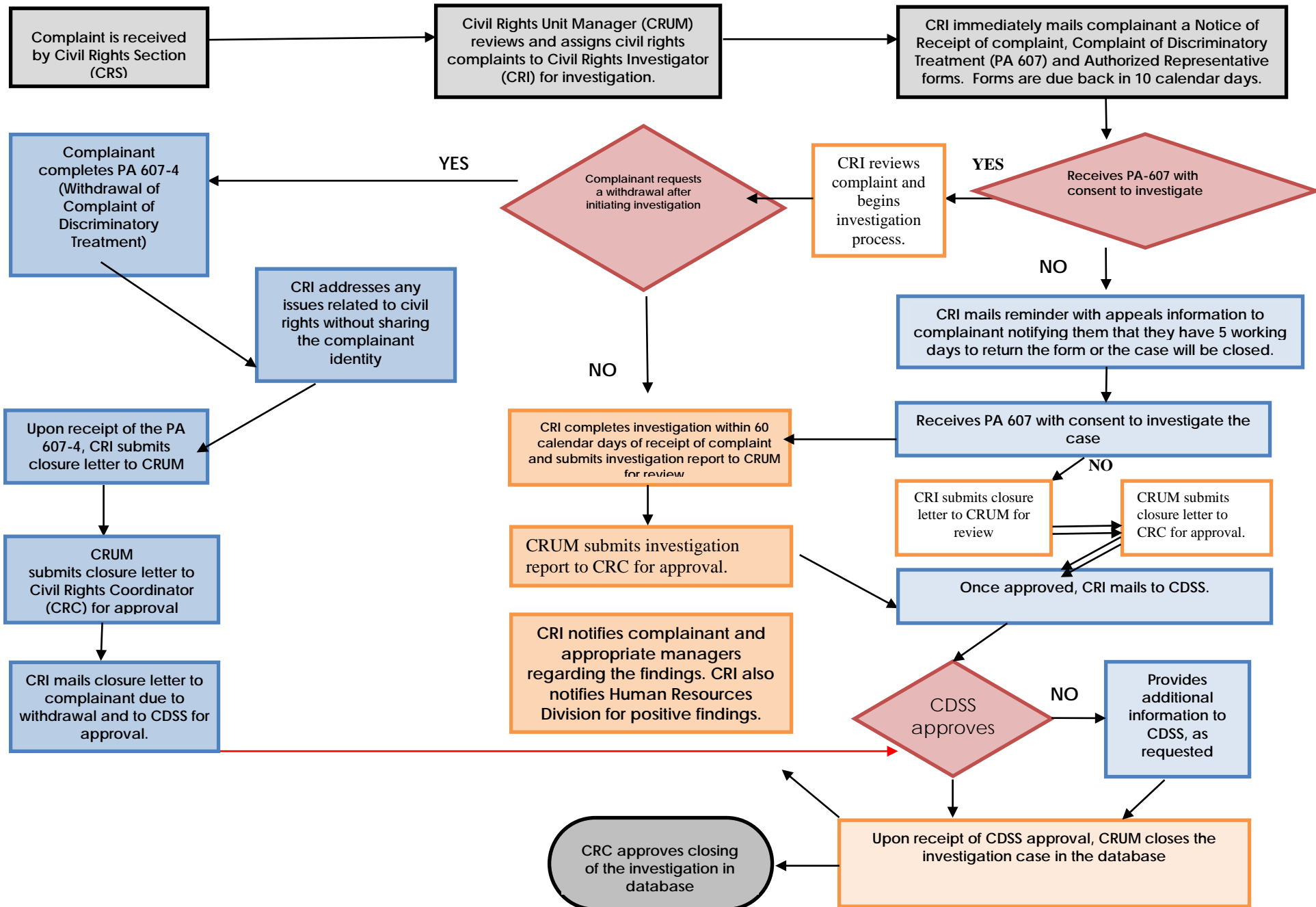


---

Staff Completing  
Report \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_Supervisor's Name  
& Signature \_\_\_\_\_ Date: \_\_\_\_\_***Note: If a complaint is filed, attach a copy of the Complaint Log to the MMR.***

Civil Rights Complaints must be on a PA 607 in Participant's preferred language.

## Department of Public Social Services Civil Rights Complaint Investigation Process





## Department of Public Social Services



Invoice #

T

D

**IMPORTANT:** IT IS THE RESPONSIBILITY OF THE GR VOUCHER RECIPIENT TO SIGN THE VOUCHER DAILY IN ORDER TO KEEP THE ROOM. FAILURE TO SIGN, AS REQUIRED, RELIEVES VENDOR OF THE OBLIGATION TO KEEP THE ROOM RESERVED FOR THE GENERAL RELIEF (GR) VOUCHER RECIPIENT.

Case Name		Case Number		Vendor Name		
GR Voucher Recipient		Date Issued		Vendor Street Address		
Vendor Number	District Name		District No.	Vendor City/State/Zip Code		
No. of Days Auth.	Begin Date	End Date	Nightly Rate	Amount Authorized	No. of Days Used	Amount Claimed
GR Voucher Recipient's Signature			Eligibility Worker's Name		File Number	

This order authorizes **only** the above-named GR Voucher Recipient to obtain lodging up to the amount authorized above, which includes sales tax and only during the period covered.

**Please Read:**

Authorized By: \_\_\_\_\_

Signature of Issuance Clerk

Important information for GR Applicants: This facility is not an agent of the County of Los Angeles or Department of Public Social Services (DPSS). The facility is separate from the County, but provides GR applicants emergency housing. So, if you are hurt or damaged while staying here, it is not the County's responsibility.

Please sign here if you have read and understand this information.

Applicant's Signature

**INSTRUCTIONS TO VENDOR:** It is expressly understood and agreed that the County of Los Angeles is not obligated to pay for any service specified by this order which is not actually received or used by the GR Voucher Recipient on dates specified below. Vendor representative will fill in date and GR Voucher Recipient will sign for each night used. The GR Voucher Recipient must sign for services as they are rendered and not in advance or at the end of the period. It is understood that the DPSS may cancel the remaining period of eligibility on a voucher by telephone or confirm via a written email notification.

**DO NOT SIGN IN ADVANCE**

[illegible]

**VENDOR CERTIFICATION:** I CERTIFY that services in the amount claimed above have been rendered and used by the GR Voucher Recipient for whom authorized as verified by his/her signature on the itemized statements above. Vendor representatives understand and agree that if information is given which is not true or this voucher is not used for its intended use, they may be criminally prosecuted and have to pay a fine or go to jail.

Vendor Representative's Signature	Vendor Representative's Social Security or Tax I.D. Number	Vendor Representative's Mailing Address (if different from address printed above)
-----------------------------------	--	---

**LEGEND: T = Transitional Aged Youth (TAY)**

**D = Disabled**

ABP 295CH (04/17) –ORIGINAL

NOTE TO VENDOR REPRESENTATIVE: See reverse side for instructions.

INSTRUCTIONS FOR CRISIS HOUSING VENDORS

1. Refuse to accept this order if it appears altered in any way or if the GR Voucher Recipient did not arrive on the date in the "Begin Date" box. In case of any irregularity, ask the GR Voucher Recipient to return to the district office of issuance.
2. Obtain the GR Voucher Recipient's signature on the front side of the order at the time the services are provided. The Department of Public Social Services will not pay for any days unless the GR Voucher Recipient has entered his/her signature on the form each day.
3. Compare the GR Voucher Recipient's signature with the signature in the "GR Voucher Recipient's Signature" box to ensure that the Voucher Recipient signing the form is the same Voucher Recipient who signed the form in the district office.
4. Fill in the total number of nights provided in the "No. of Days Used" and the total amount claimed in the "Amount Claimed" boxes. The total amount claimed is based on the nightly rate multiplied by the number of nights provided.
5. If the GR Voucher Recipient signs with a mark (e.g. X), two witness signatures are required each time. The first witness always signs right after the mark, on the same line. The second witness signs on the next line down.
6. Sign the Vendor Certification section, provide the Social Security or Tax Identification Number and enter your mailing address only if it is different from the street address printed on the form.
7. Submit invoices within 30 days following the month of service.
8. Retain a COPY for your files.
9. Scan and transmit the voucher to LAHSA via File Share.
10. Mail the ORIGINAL to:

Los Angeles Homeless Services Authority  
811 Wilshire Boulevard, Sixth floor  
Los Angeles, CA 90017  
ATTN: Funding Requests

**ABP 479****ABP 479****VOUCHER NOTICE -ABP 479CH****PURPOSE:**

The ABP 479CH Voucher Notice is used to provide the GR Voucher applicant/participant with the following important information:

- Requirement to sign the Meals/Lodging Order and Invoice (ABP295CH) in pen only and on a daily basis;
- A toll-free number to call if the facility does not comply with health and safety standards or if there are other complaints about the facility;
- Notification that he/she is entitled to be placed in a different room in the facility if the assigned room presents a significant danger to health and/or safety; and
- Notification that he/she is entitled to be placed in a different facility if the assigned facility presents a significant danger to health and/or safety.

**(Facsimile of Form)**

**ONE SIDED (1) FORM**  
**ADDITIONAL SUPPLIES MAY BE ORDERED ON A PA 16**



**CRISIS HOUSING VOUCHER NOTICE**  
**KEEP THIS FORM – DO NOT GIVE TO THE VENDOR**

**IMPORTANT INFORMATION**  
**CRISIS HOUSING ORDER FORM (ABP 295CH)**

Sign the crisis housing voucher each day. **DO NOT** sign for days in advance or all at one time. Sign in pen only. Signatures in pencil or with white out corrections or changes are not acceptable.

If you have a problem with the crisis housing shelter you are sent to, call toll-free number at **1 (800) 255-0905**. If the problems pose a danger to your health or safety, you may be entitled to get a new voucher for a different crisis housing shelter. You should call the number provided above **immediately**, if you are asked to break a program rule, such as sign in pencil, or sign a voucher in advance for future housing, or sign for someone else.

In addition, you should call if:

- YOUR ROOM/BED OR THE SHELTER IS DIRTY AND/OR FILLED WITH TRASH,
- THERE ARE RATS, MICE, COCKROACHES, OR OTHER BUGS OR VERMIN IN THE SHELTER,
- TOILETS, SINKS, SHOWERS, OR TUBS THAT DO NOT WORK OR ARE NOT CLEAN,
- THERE IS NO RUNNING WATER OR NO HOT WATER,
- THERE IS NO HEAT,
- YOU DO NOT HAVE A CLEAN MATTRESS (OR COT), FRESH TOWEL, CLEAN SHEET, ENOUGH CLEAN BLANKETS TO KEEP WARM, AND/OR TOILET PAPER,
- THERE ARE NO LOCKS ON TOILET STALLS OR ON DOORS OF SHOWER/BATHING FACILITIES,
- THERE ARE BROKEN OR HANGING ELECTRICAL WIRES,
- THERE ARE NO FIRE ALARMS OR FIRE EXTINGUISHERS, OR THEY EXIST BUT DO NOT WORK,
- THE FIRE ESCAPES CANNOT BE USED,
- WINDOWS ARE BROKEN, CANNOT BE OPENED, OR LACK SCREENS,
- THERE IS NO SECURITY, OR YOU ARE THREATENED BY SHELTER EMPLOYEES, OR YOU THINK YOUR ROOM OR THE SHELTER IS UNSAFE OR UNHEALTHY.

**ATTENTION:**

**IF YOU CALL DURING THE WEEK, BETWEEN THE HOURS OF 8:00 A.M-5:00 P.M., YOU CAN FIND OUT HOW TO GET A NEW VOUCHER FOR A DIFFERENT SHELTER, IF YOU ARE ENTITLED TO ONE. IF YOUR ROOM/BED IS AFFECTED, YOU CAN ASK FOR A NEW ROOM/BED. IF THEY WILL NOT GIVE YOU ONE, YOU SHOULD CALL THE PHONE NUMBER LISTED ABOVE.**

ABP 479CH (5/17)

ANNUAL CONTRACTOR BUDGET		
BUDGET SUMMARY		
Project Name: Crisis Housing and Supportive Services (CHSS) for Homeless GR Applicants/Participants		
Contractor: Los Angeles Homeless Services Authority (LAHSA)		
Fiscal Year: 2017-2018		
Contract Period: 7/1/17 - 06/30/20		
Contact Person:	Stuart Jackson	
Title:	CFO	
Telephone Number:	213-683-3333	
		<b>FY 2017-18</b>
<b>I. Administrative Cost*</b>		\$219,000
<b>II. Direct Services Cost*</b>		
Supervisory District (SD)	<b>1</b>	\$219,000
	<b>2</b>	\$1,226,400
	<b>3</b>	\$131,400
	<b>4</b>	\$350,400
	<b>5</b>	\$262,800
<b>Sub-total</b>		\$2,190,000
<b>Fiscal Year Total (Administrative + Direct Services)</b>		\$2,409,000
*Administrative & Direct services costs for FY 2017-18 are based on a total of 200 occupied beds per night		

# EXHIBIT B

CRISIS HOUSING AND SUPPORTIVE SERVICES (CHSS) FOR HOMELESS GR APPLICANTS/PARTICIPANTS												
DIRECT SERVICES COST												
CONTRACTOR: LAHSA								CONTACT PERSON: Stuart Jackson				
FISCAL YEAR: 2017 - 2018								TELEPHONE NUMBER: (213) 683-3333				
CONTRACT PERIOD: 7/1/17 - 06/30/20												
BUDGET PERIOD: 07/01/17 - 06/30/18												
DIRECT SERVICES COST - BY SUBCONTRACTOR												
Subcontractor Name	LAHSA Contract Number	SD 1		SD 2		SD 3		SD 4		SD 5		Total
		10%		56%		6%		16%		12%		100%
Volunteers of America	TBD	\$ 219,000										\$ 219,000
Volunteers of America	TBD			\$ 547,500								\$ 547,500.00
TBD	TBD			\$ 678,900								\$ 678,900.00
TBD	TBD					\$ 131,400						\$ 131,400.00
US Vets	TBD							\$ 350,400				\$ 350,400.00
TBD	TBD									\$ 262,800		\$ 262,800.00
Total		\$ 219,000.00		\$ 1,226,400.00		\$ 131,400.00		\$ 350,400.00		\$ 262,800.00		\$ 2,190,000

<b>CRISIS HOUSING AND SUPPORTIVE SERVICES (CHSS) FOR HOMELESS GR APPLICANTS/PARTICIPANTS</b>							
<b>ADMINISTRATIVE COST LINE ITEM BUDGET DETAIL</b>							
CONTRACTOR: LAHSA							
FISCAL YEAR: 2017-2018							
CONTRACT PERIOD: 7/1/17 - 06/30/20							
BUDGET PERIOD: 07/01/17 - 06/30/18							
Personnel (from Page 6, Admin. Personnel Schedule)					Amount		
Salaries					\$ 158,184		
Benefits					\$ 43,004		
Total Personnel					<b>\$ 201,188</b>		
Operating Costs							
Rent					\$ 12,360		
Utilities					\$ -		
Telephone					\$ -		
EDP (From pages 8 & 9, EDP Schedule)					\$ -		
Insurance					\$ -		
Supplies					\$ 3,569		
Maintenance					\$ -		
Equipment					\$ -		
Mileage					\$ 352		
Postage					\$ -		
Printing					\$ -		
Other – Specify in Budget Narrative					\$ 1,531		
Indirect Cost ( _____ %)					\$ -		
Total Operating Costs					<b>\$ 17,812</b>		
<b>Total Administrative Costs</b>					<b>\$ 219,000</b>		
					219000		
					\$ -		

CRISIS HOUSING AND SUPPORTIVE SERVICES (CHSS) for Homeless GR Applicants/Participants									
ADMINISTRATIVE PERSONNEL SCHEDULE									
ANNUAL BUDGET									
Contractor: LAHSA					Contact Person:				
Fiscal Year: 2017-2018					Title:				
Contract Period: 07/01/17 - 06/30/20									
Budget Period: 07/01/17 - 06/30/18					Telephone No.:				
Section I									
Personnel Salaries	Position Classification	Staff	Number of Positions	% Time Allocation	FTE	Monthly Salary by Position	Total Monthly Cost	Total Annual Cost	
	Executive Director	Lynn, Peter	1	1%	0.01	\$ 16,897	\$ 169	\$ 2,028	
	Director Of Programs	Callandrillo, Christopher	1	1%	0.01	\$ 12,205	\$ 122	\$ 1,464	
	Associate Director of Operations - Program	Fisher, Daniel	1	1%	0.01	\$ 7,468	\$ 75	\$ 900	
	Associate Director of Systems - Programs	Duncan, Paul	1	2%	0.02	\$ 7,725	\$ 155	\$ 1,860	
	Systems Integration Manager	Flores, Marina	1	3%	0.03	\$ 6,867	\$ 206	\$ 2,472	
	Homeless Systems Analyst	Potthoff, Margeret	1	10%	0.10	\$ 5,167	\$ 517	\$ 6,204	
	Homeless Systems Analyst	Daniel, Brittney	1	10%	0.10	\$ 4,463	\$ 446	\$ 5,352	
	Outcomes Unit Manager	Costello, Ian	1	7%	0.07	\$ 6,250	\$ 438	\$ 5,256	
	Program Performance Analyst	Cho, Eun Yung	1	7%	0.07	\$ 5,576	\$ 390	\$ 4,680	
	Outcomes Specialist	Haddid, Leyla	1	7%	0.07	\$ 4,378	\$ 306	\$ 3,672	
	Data Analyst	Ortega, Rene	1	10%	0.10	\$ 4,249	\$ 425	\$ 5,100	
	Data Analyst/Report Writer	Angeles, Andrew	1	7%	0.07	\$ 5,159	\$ 361	\$ 4,332	
	Data Entry	Various	3	8%	0.24	\$ 3,278	\$ 787	\$ 9,444	
	Contracts Unit Manager	Zeferjahn, Shalon	1	5%	0.05	\$ 7,083	\$ 354	\$ 4,248	
	Contract Specialist	Thompson, Lisa	1	5%	0.05	\$ 4,463	\$ 223	\$ 2,676	
	Crisis Housing Coordinator	Ziegler, Raquel	1	7%	0.07	\$ 5,417	\$ 379	\$ 4,548	
	CFO	Jackson, Stuart	1	2%	0.02	\$ 13,304	\$ 266	\$ 3,192	
	Controller	Dixon, Kristina	1	2%	0.02	\$ 8,956	\$ 179	\$ 2,148	
	Manager, Program Monitoring & Compliance	Mulholland, Darcie	1	5%	0.05	\$ 6,500	\$ 325	\$ 3,900	
	ADA Coordinator	TBD	1	5%	0.05	\$ 5,625	\$ 281	\$ 3,372	
	Manager, Fiscal Monitoring & Compliance	Duarte, Richard	1	5%	0.05	\$ 6,500	\$ 325	\$ 3,900	
	Financial Manager	Gomis, Vincent	1	5%	0.05	\$ 6,500	\$ 325	\$ 3,900	
	Financial Analyst	Jordan, Jack	1	5%	0.05	\$ 6,333	\$ 317	\$ 3,804	
	Budget Manager	TBD	1	5%	0.05	\$ 6,500	\$ 325	\$ 3,900	
	Budget Analyst	Enriquez, Joyce	1	5%	0.05	\$ 4,863	\$ 243	\$ 2,916	
	Admin Accountant	Boutney, Erika	1	5%	0.05	\$ 4,276	\$ 214	\$ 2,568	
	Admin Accountant	Tombulyan, Arut	1	5%	0.05	\$ 3,901	\$ 195	\$ 2,340	
	Program Financial Manager	Cevene, Loida	1	3%	0.03	\$ 6,408	\$ 192	\$ 2,304	
	Sr. Subrecipient Accountant	Lee, Rainbow	1	5%	0.05	\$ 4,167	\$ 208	\$ 2,496	
	Subrecipient Accountant	Various	4	5%	0.20	\$ 3,917	\$ 783	\$ 9,396	
	Supervising Subrecipient Monitor	Sanchez, Liliana	5	5%	0.25	\$ 5,000	\$ 1,250	\$ 15,000	
	Supervising Subrecipient Monitor	Shin, Mike	0	5%	-	\$ -	\$ -	\$ -	
	Supervising Subrecipient Monitor	Choy, Susie	0	5%	-	\$ -	\$ -	\$ -	
	Supervising Subrecipient Monitor	Buenviaje, Joel	0	5%	-	\$ -	\$ -	\$ -	
	Supervising Subrecipient Monitor	Stephenson, Bernadette	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Fiscal Monitor	Warren, Sonia	5	5%	0.25	\$ 3,883	\$ 971	\$ 11,652	
	Subrecipient Fiscal Monitor	Kimble, Nicholas	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Fiscal Monitor	Konsulian, Danny	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Fiscal Monitor	Arevalo, Jeanette	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Fiscal Monitor	Castro Rodriguez, Joshua	0	5%	-	\$ -	\$ -	\$ -	
	Supervising Program Monitors	Verjan, Yesenia	1	5%	0.05	\$ 5,000	\$ 250	\$ 3,000	
	Subrecipient Program Monitors	Garcia, Monica	5	5%	0.25	\$ 3,883	\$ 971	\$ 11,652	
	Subrecipient Program Monitors	Mejia, Hugo	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Program Monitors	Natividad, Wendy	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Program Monitors	Cervantes, Maria	0	5%	-	\$ -	\$ -	\$ -	
	Subrecipient Program Monitors	Veavealagi, Meridianna	0	5%	-	\$ -	\$ -	\$ -	
	Monitoring & Compliance Analyst	Potapenko, Lidiya	1	2%	0.02	\$ 4,450	\$ 89	\$ 1,068	
	Administrative Assistant	Swann, Brittany	1	2%	0.02	\$ 3,077	\$ 62	\$ 744	
	Administrative Assistant	Douglas, Tyler	1	2%	0.02	\$ 2,880	\$ 58	\$ 696	

**EXHIBIT B**

**Los Angeles Homeless Services Authority  
CRISIS HOUSING SUPPORT SERVICES PROGRAM  
BUDGET NARRATIVE**

<b>Position</b>	<b>Description</b>	<b>Specific Activities on Contract</b>	<b>FTE</b>	<b>Cost</b>
<b>SALARIES</b>				
Executive Director	Oversee LAHSA's operations.	Responsible for the organization's consistent achievement of its mission, programmatic, development and financial and administrative objectives. Provide oversight for the strategic goals and objectives of LAHSA and the HFSS. Give direction and leadership toward the achievement of HFSS, Continuum of Care and LAHSA's mission, strategy, and its annual goals. Provide oversight in the design, delivery and quality of administration of programs and services. Assure LAHSA and its mission, programs and services are consistently presented in strong, positive image to relevant stakeholders. Give vision and leadership to the strategic and day-to-day implementation of homeless systems and Continuum of Care programs.	1%	\$2,028
Director of Programs	Oversee Programs Department	Give direction and leadership to the strategic and day-to-day implementation of the HFSS program. Review and approve reports and other documents prior to their release. Review and approves contracts. Manage and delegate staff activities related to carrying out and completing the work as required in the contract.	1%	\$1,464
Associate Director of Operations - Programs	Oversee Programs Operations	Give direction and leadership to the strategic and day-to-day operations within LAHSA Programs Operations. Review and approves contracts. Manage and delegate staff activities related to carrying out and completing the work as required in the contract.	1%	\$900
Associate Director of Systems - Programs	Oversee Programs Operations	Give direction and leadership to the strategic and day-to-day operations within LAHSA Programs Systems. Manage and delegate staff activities related to carrying out and completing	2%	\$1,860

## EXHIBIT B

		the work as required in the contract.		
System Integration Manager	Manage and administer implementation and ongoing management of the Homeless Family Solutions System	Manage day-to-day administration of the HFSS program. Provide technical assistance to service providers to ensure quality of services and standardization of service delivery. Review and approve system-level reports and other system-level documents prior to their submission to management and funding agencies. Coordinate with other LAHSA departments and units for administration of the system.	3%	\$2,472
Homeless Systems Analyst (2)	Provide support to the System Managers in the administration, implementation and ongoing operation of the HFSS	Provide technical assistance to service providers to ensure quality of services and standardization of service delivery in conjunction with the System Managers. Assemble, analyze and review reports, notices, and other provider level information for review by the System Managers. Coordinate with other LAHSA departments and units for administration of programs at the subrecipient level. Provide verification of families' previous utilization (or lack of) as required by DPSS 120-day emergency shelter regulations.	2 Staff at 10% each	\$9630
Outcomes Unit Manager	Manage the Outcomes Unit	Review and approve Outcomes reports prior to submission to the Systems Manager and the Director. Manage and delegate staff activities related to the compiling of reports and system analysis.	7%	\$5,256
Program Performance Analyst	Process reporting for local funders	Extract data, review and assemble ongoing and regular reports for review by the Outcomes Unit Manager for submission to funders.	7%	4,680
Outcomes Specialist	Process ad hoc reporting requests, create public facing reports	Extract data, review and assemble ad hoc reports, conduct data analysis of various components for HFSS reporting.	7%	\$3,672
Data Analyst (2)	Monitor HMIS data quality and assists providers in data quality	Monitor HMIS data quality on a weekly basis, including extracting data from the HMIS, evaluation of that data and tracking resolution of data quality challenges. Assist service providers to improve data quality.	1 Staff at 10% and 1 Staff at 7%	\$9,432
Data Entry (3)	Enter data and services in	Assist with the entry of information into HMIS at each site,	8% for	\$9,444

## EXHIBIT B

	HMIS	including demographic data, financial assistance services, case management services, housing search and location services. Assist providers with checking and verifying information provided for monthly reports.	each staff	
Contract Units Manager	Manage the Contracts Unit	Review and approve contracts, amendments, and other legally binding agreements prior to their submission to the Director and the Systems Managers. Manage and delegate staff activities related to the contracting process.	5%	\$4,248
Contract Specialist	Assemble and administer subrecipient contracts.	Assemble and administer subrecipient contracts; including preparation of amendments and change notices as needed.	5%	\$2,676
Crisis Housing Coordinator	Provides leadership and support to the Crisis Housing Program	Responsible for supporting and enhancing CES System, specifically crisis housing, including all new resources available via the CES RFP. The Coordinator represents LAHSA, the Coordinated Entry System, and LAHSA's commitment to integrate and coordinate its resources in order to ensure those experiencing homelessness are able to utilize temporary crisis housing.	7%	\$4,548
Chief Financial Officer	Oversee all LAHSA financial management	Oversee all fiscal and compliance activities and maintain the overall integrity of LAHSA fiscal data. Provide monthly financial reports to the LAHSA Commission and LAHSA grantors.	2%	\$3,192
Controller	Manage ongoing day to day operations of the finance department	Oversee LAHSA budget administration and management, financial management, cash management, cost control, financial analysis, accounting practices, and the overall integrity of LAHSA's financial data.	2%	\$2,148
Monitoring and Compliance Manager, Program	Manage and assist in the conduct of programmatic monitoring activities with LAHSA subrecipients.	Oversee, conduct and supervise the monitoring reviews of program subrecipients to verify accuracy of records, compliance with standards, laws, regulations, performance and policies and procedures. Manage operations of the	5%	\$3,900



## EXHIBIT B

		Monitoring and Compliance program as well as monitoring staff with the completion of fiscal and programmatic sub-recipient monitoring, including finalization of reports. Provide guidance to LAHSA staff in compliance and monitoring standards and practices. Develop training materials for subcontractor technical assistance in compliance issues and work closely with subrecipients with ongoing compliance issues.		
ADA Coordinator	ADA management	Receive ADA related grievances filed by homeless system participants to LAHSA. Investigate and report on participant grievances. Provide technical assistance to assist providers in ADA Compliance.	5%	\$3,372
Monitoring and Compliance Manager, Fiscal	Manage and assist in the conduct of fiscal monitoring activities with LAHSA subrecipients.	Oversee, conduct and supervise the monitoring reviews of program subrecipients to verify accuracy of records, compliance with standards, laws, regulations, performance and policies and procedures. Manage operations of the Monitoring and Compliance program as well as monitoring staff with the completion of fiscal and programmatic sub-recipient monitoring, including finalization of reports. Provide guidance to LAHSA staff in compliance and monitoring standards and practices. Develop training materials for subcontractor technical assistance in compliance issues and work closely with subrecipients with ongoing compliance issues.	5%	\$3,900
Financial Managers	Manage LAHSA accounting staff including financial analysts, administrative accountants, sub recipient accountants	Oversee the subrecipient funding request and vendor payment process. Ensure costs are DPSS eligible. Manage and review funding request process for submission to DPSS and the associated accounts receivables process. Review and approve bank reconciliations. Generate financial reports required for financial analysis of program. Supervise payroll and timesheets processes.	5%	\$3,900

**EXHIBIT B**

Financial Analysts	Process DPSS funding requests and perform program financial analysis.	Prepare the DPSS funding requests and quarterly reconciliations. Review payment requisition coding in accounting system. Ensure costs are DPSS eligible. Maintain accuracy of general ledger coding and process any required journal voucher entries. Prepare general ledger reports required for financial analysis of the program. Perform daily bank reconciliations.	5%	\$,3804
Budget Manager	Work with the Homeless services funders and LAHSA Systems Integrations Manager to ensure compliance with contract terms, policies and procedures	Develop budget tools and templates reflecting business needs of Program and create new templates and tools as necessary. Review and approve funding requests from sub recipients in accordance with grant management practices and applicable federal, state, County and City regulations. Ensure costs are DPSS eligible. Monitor and analyze sub recipient financial performance to ensure compliance with budget timelines of funding sources. Assist in providing technical assistance and training to sub recipients.	5%	\$3,900
Budget Analyst	Work with LAHSA Family Systems Integrations and HFSS subrecipients to ensure compliance with budget and contract terms. Provide any necessary technical assistance.	Review and process funding requests submitted by sub recipients in accordance grant management practices and applicable federal, state, County and City regulations on the monthly basis. Ensure costs are DPSS eligible. Assist Budget Manager with preparation of monthly budget reports for distribution to Family Systems Integration Manager, homeless services funders and sub recipients. Analyze monthly budgeting and accounting reports to maintain expenditure control. Track, report, and make professional level recommendations with regard to subrecipient fiscal performance, including subcontract budget provisions, budget modifications and/or amendments. Assist in providing technical assistance and training to sub recipients,	5%	\$2,916
Administrative Accountants (2)	General accounting, accounts payable and payroll	Process vendor invoices. Ensure costs are DPSS eligible. Record accounts receivables and cash receivables in general ledger. Processes check runs and ACH payments to subrecipients and vendors. Prepare supporting	Each at 5%	\$4,908

## EXHIBIT B

		documentations for monthly DPSS funding request and quarterly reconciliations. Review electronic timesheets and process payroll.		
Program Financial Manager	Work with the Homeless services funders and LAHSA Systems Integrations Manager to ensure compliance with contract terms, policies and procedures	Oversee the subrecipient funding request process. Ensure costs are DPSS eligible. Manage and review funding request process for submission to DPSS and the associated accounts receivables process. Assist in providing technical assistance and training to subrecipients,	3%	\$2,304
Sr. Sub recipient Accountants	Support financial manager in overseeing the subrecipient funding request process and program analysis	Process funding requests to ensure expenditures are properly recorded in the general ledger in accordance with grant Review and process funding requests submitted by subrecipients in accordance grant management practices and applicable federal, state, County and City regulations on the monthly basis. Ensure costs are DPSS eligible.	5%	\$2,496
Sub recipient Accountants (4)	Support financial manager in subrecipient funding request process and program analysis	Process funding requests to ensure expenditures are properly recorded in the general ledger in accordance with grant Review and process funding requests submitted by subrecipients in accordance grant management practices and applicable federal, state, County and City regulations on the monthly basis. Ensure costs are DPSS eligible.	4 staff at 5% each	\$9,396
Supervising Subrecipient Fiscal Monitor (5)	Team leader in the conduct of monitoring activities for LAHSA sub recipients.	Act as team leader in ensuring subrecipient compliance with laws, rules, regulations, policies and procedures. Conduct and supervise fiscal monitoring of program subrecipients to verify accuracy of records and compliance with standards, regulations and policies and procedures and compile monitoring findings and communicate results and recommendations for improvements to systems and procedures. Perform risk assessments and assist in the identification of risk and work with management to mitigate risk. Assist in providing technical assistance and training to sub recipients.	Each at 5%	\$15,000
Subrecipient Fiscal Monitor (5)	Support Supervising Subrecipient Fiscal Monitor in	Assist with fiscal compliance monitoring of subrecipients. Assist in preparing for and conducting site and desk	Each at 5%	\$11,652

## EXHIBIT B

	monitoring fiscal activities of sub recipients	monitoring reviews of program subrecipients to verify accuracy of records, compliance with standards, laws, regulations, policies and procedures and in compiling monitoring findings and finalizing and communicating results and recommendations for improvements to systems and procedures.		
Supervising Subrecipient Program Monitor (1)	Team leader in the conduct of monitoring activities for LAHSA sub recipients.	Act as team leader in ensuring subrecipient compliance with laws, rules, regulations, policies and procedures. Conduct and supervise fiscal monitoring of program subrecipients to verify accuracy of records and compliance with standards, regulations and policies and procedures and compile monitoring findings and communicate results and recommendations for improvements to systems and procedures. Perform risk assessments and assist in the identification of risk and work with management to mitigate risk. Assist in providing technical assistance and training to sub recipients.	5%	\$3,000
Subrecipient Program Monitor (5)	Support Supervising Subrecipient Fiscal Monitor in monitoring of programmatic activities	Conduct programmatic compliance monitoring of subrecipients to ensure documentation of eligibility, verify accuracy of records and compliance with standards and regulations. Compile written documentation regarding programmatic compliance findings for improvements to system and procedures, Perform risk assessments and assist in the identification of risk and work with management to mitigate risk. Analyze data and program's target population to provide technical assistance in programmatic strengths and weaknesses.	Each at 5%	\$11,652
Monitoring & Compliance Analyst	Work with LAHSA monitoring teams to facilitate the monitoring of DPSS funded programs and compiling of reports.	Assist with the coordination of programmatic and fiscal compliance monitoring of subrecipients to ensure documentation of eligibility, verify accuracy of records and compliance with standards and regulations. Compile written documentation regarding programmatic compliance findings for improvements to system and procedures, Perform risk	2%	1,068

## EXHIBIT B

		assessments and assist in the identification of risk and work with management to mitigate risk. Analyze data and program's target population to provide technical assistance in programmatic strengths and weaknesses. Assist Supervisors, and Monitoring & Compliance Managers with preparation of monitoring visits and reports to the commissions, stakeholders and executive management. Analyze monthly monitoring reports to maintain Track, report, and make professional level recommendations with regard to subrecipient compliance. Assist in providing technical assistance and training to sub recipients,		
Administrative Assistant (2)	Provide administrative support for Fiscal, Programmatic and Monitoring & Compliance administration activities	Provide administrative support in the financial, contractual, monitoring and compliance, and programmatic administration of the HFSS program.	2%	\$1,440
<b>BENEFITS</b>				
Payroll Taxes		Legally required employer taxes		\$13,208
Health and Dental costs		Employer portion of health and dental benefit costs		\$19,789
LTD & life insurance		Employer paid benefit		\$237
401A pension plan		Employer contribution to retirement plan		\$7,909
Worker's Compensation				\$1,186
Transportation benefit		IRS qualified transportation fringe benefit		\$675
<b>NON-PRSONNEL</b>				
Rent		Allocated rent cost for LAHSA offices located at 811 Wilshire Blvd., Los Angeles, CA 90017, allocation methodology based on the LAHSA cost allocation plan.		\$12,360
Telephone		Telephone costs allocated based on the LAHSA cost allocation plan.		\$0
Insurance		Allocation of corporate insurance costs required by contract		\$0
Supplies		Office supplies and other program related supplies, allocated based on the LAHSA cost allocation plan.		\$3,569
Mileage		Costs associated with monitoring of sub recipients		\$352

**EXHIBIT B**

Other (Annual A-133 Audit and Payroll Fee)		Allocation of annual financial audit and federally required A-133 audit and payroll fee		\$1,531
Travel & Training		Costs associated with attending DPSS requested and pre-approved travel expenses (airfare, meals, local transportation)		\$0

## CHSS MONTHLY INVOICE

**Project Name:** Crisis Housing and Supportive Services  
for Homeless GR Applicants/Participants

**Invoice Number:** \_\_\_\_\_

**Contractor:** Los Angeles Homeless Services Authority

**Service Month:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**Fiscal Year:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Invoice Date:** \_\_\_\_\_

**I. Administrative Cost**

**Attach Schedule of Line Item Expenses**

\$ \_\_\_\_\_

**II. Direct Services Cost - Subcontractors**

**# of bed nights  
used this month**

**Cost for bed  
utilization (# of  
beds multiplied by  
\$30)**

General Homeless GR applicants/participants

\_\_\_\_\_ \$ \_\_\_\_\_

Disabled Homeless GR applicants/participants

\_\_\_\_\_ \$ \_\_\_\_\_

TAY Homeless GR applicants/participants

\_\_\_\_\_ \$ \_\_\_\_\_

**Totals:**

\_\_\_\_\_ \$ \_\_\_\_\_

**III. Total Invoice Amount (I + II)**

\$ \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
CONTRACTOR Name/Title (Print Please)

\_\_\_\_\_  
Telephone Number

**FOR DPSS USE ONLY**

*Total Payment to Contractor after Adjustment:*

*Adjustment Amount:* \$ \_\_\_\_\_

\$ \_\_\_\_\_

**Approved By:**

\_\_\_\_\_  
County Contract Administrator (CCA)  
Signature

\_\_\_\_\_  
CCA Name (Print Please)

\_\_\_\_\_  
CCA Phone Number

\_\_\_\_\_  
Approval Date

## CONTRACTOR'S EEO CERTIFICATION

---

 Contractor Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

---

 Authorized Official's Printed Name and Title

---

 Authorized Official's Signature

---

 Date



## COUNTY'S ADMINISTRATION

### **CONTRACT NO. CHSS - XXXX**

#### **COUNTY CONTRACT DIRECTOR:**

Name: Nereen Guirguis  
Title: Director, CMD Section IV  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Telephone: (562) 908-3530 Facsimile: (562) 908-0590  
E-Mail Address: NereenGuirguis@dpss.lacounty.gov

#### **SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):**

Name:  
Title: Administrative Services Manager II, CMD Section IV  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Telephone:  
E-Mail Address:

#### **COUNTY CONTRACT ADMINISTRATOR (CCA) Monitoring:**

Name:  
Title: Administrative Services Manager I, CMD Section IV  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Telephone:  
E-Mail Address:

#### **COUNTY CONTRACT ADMINISTRATOR (CCA) Invoicing:**

Name:  
Title: Administrative Services Manager I, CMD Section I  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Telephone:  
E-Mail Address:

#### **CONTRACT PROGRAM MONITOR (CPM):**

Name:  
Title: Contract Program Monitor, CMD Section IV  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> Floor, City of Industry, CA 91746  
Telephone:  
E-Mail Address:

#### **COUNTY CONTRACT PROGRAM MANAGER (CCPM):**

Name: Ken Krantz  
Title: Human Services Administrator I  
Address: 12820 Crossroads Parkway South - Main  
Telephone: (562) 908-6772 Facsimile: (562) 699-2791  
E-Mail Address: [KenKrantz@dpss.lacounty.gov](mailto:KenKrantz@dpss.lacounty.gov)

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** CHSS XXXX

**CONTRACTOR'S CONTRACT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ALTERNATE CONTRACTOR'S CONTRACT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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


---

 Contractor's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

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

**PROPOSER'S CERTIFICATION**

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

---

 Authorized Official's Printed Name and Title

---

 Authorized Official's Signature

---

 Date

**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		

***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.***

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

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

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

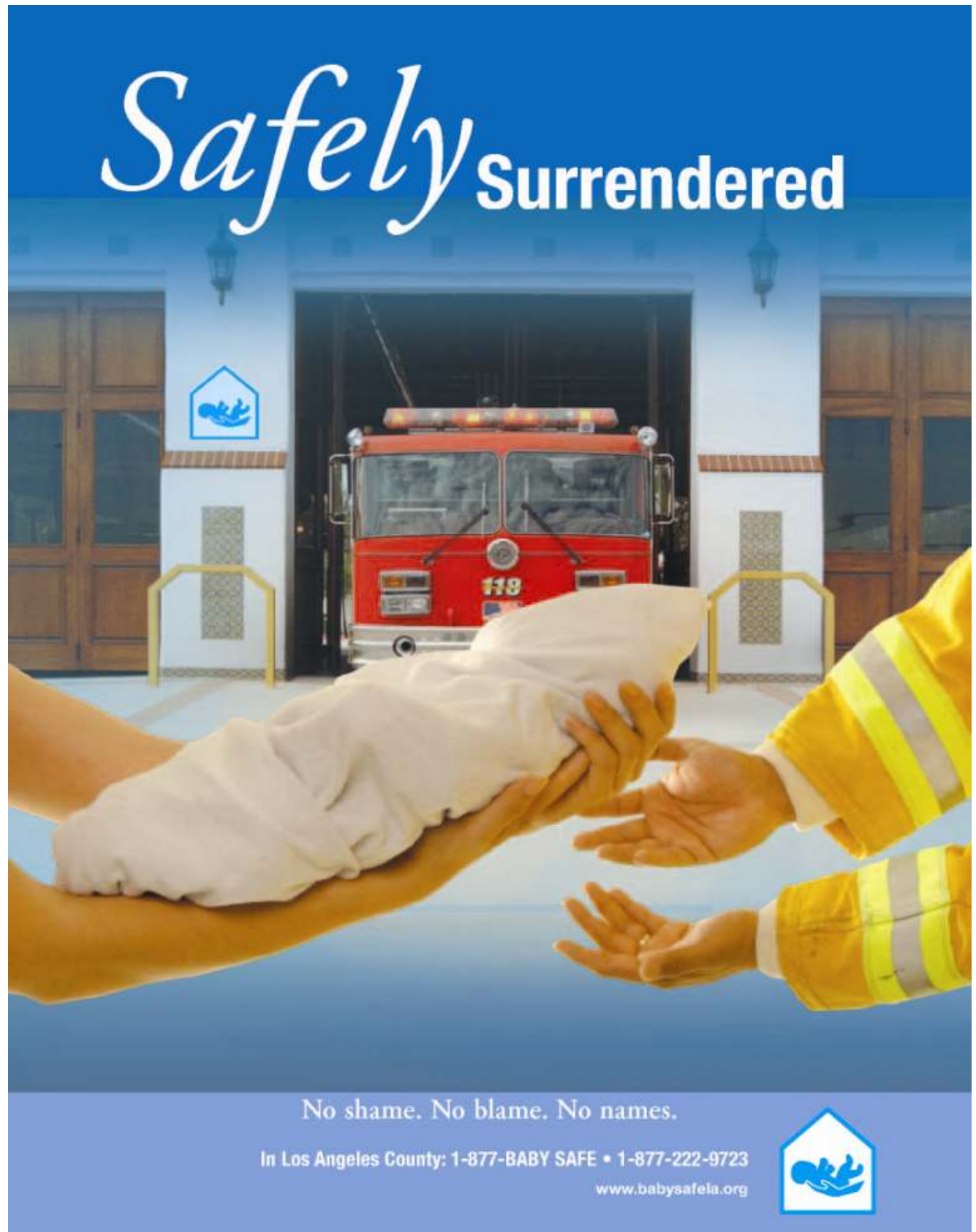
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

**2.203.090. Severability.**

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





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## *A baby's story*

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



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



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: **Los Angeles Homeless Services Authority (LAHSA)** Contract No. \_\_\_\_\_

**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: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****Note: Contractor is to retain in Employee Personnel records**CONTRACTOR NAME: Los Angeles Homeless Services Authority (LAHSA) Contract No. \_\_\_\_\_

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: \_\_\_\_\_

**CONTRACTOR NON-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 \_\_\_\_\_ Contract No. \_\_\_\_\_

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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 the above-referenced Contractor 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 the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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 the above-referenced Contractor 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, I shall keep such information confidential.

I agree to report to the above-referenced Contractor 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 the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Los Angeles Homeless Services Authority		
Company Address: 811 Wilshire Blvd., 6th Floor		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: (213) 683-3324		Email address:
Solicitation/Contract for:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

*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:

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

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

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

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



## **EXHIBIT M**

### **CERTIFICATION OF COMPLIANCE WITH DATA SECURITY**

EXHIBIT N

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

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

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**IRS NOTICE 1015**

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



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2012)

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

---

**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

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

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

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

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

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

---

Notice 1015 (Rev. 12-2012)  
Cat. No. 205991

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**CRISIS HOUSING AND SUPPORTIVE SERVICES FOR HOMELESS  
GR APPLICANTS/PARTICIPANTS**

**SUBCONTRACTORS  
DIRECT SERVICES  
(FY 17-18)**

<b>Subcontractor's Name</b>	<b>SUPERVISORIAL DISTRICT (SD)</b>	<b>Number of Beds Reserved per night</b>	<b>Direct Services Funding Distribution by SD</b>
Volunteers of America of Los Angeles	1	20	\$219,000
Volunteers of America of Los Angeles	2	50	\$547,500
U.S. Vets	4	50	\$547,500
Weingart Center Association	2	35	\$383,250
Testimonial Community Love Center	2	30	328,500
<b>TOTAL</b>		<b>185</b>	<b>\$2,025,750</b>

## SOLE SOURCE CHECKLIST

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
✓	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

---

Chief Executive Officer

---

Date