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March 7, 2006

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

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACT TO PROVIDE EMERGENCY SHELTER SERVICES TO HOMELESS GENERAL RELIEF APPLICANTS AND PARTICIPANTS WITH THE LOS ANGELES FAMILY HOUSING CORPORATION (ALL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Chair to sign the enclosed three-year contract with the Los Angeles Family Housing Corporation (LAFH), a private, nonprofit organization, to provide temporary shelter to homeless General Relief (GR) applicants and participants, for the term starting April 1, 2006, or the date after Board approval, whichever is later, through March 31, 2009, with two one-year renewal options, with an estimated annual cost of $192,720, fully financed by Net County Costs (NCC). Although emergency housing is provided almost exclusively for GR homeless applicants, emergency housing is also provided to GR participants who experience a catastrophe, limited to fire, flood, storm, earthquake, and eviction by a public authority on the grounds of substandard housing. The contract costs will increase by $15,840 for FY 2005-06 due to an increase of $8 per bed per night. LAFH's contracted rate for the existing contract is $16. Without additional services provided by the contractor, a rate increase was not permitted for LAFH in 2003. With award of a new contract, the rate may be increased to $24, bringing the contractor in alignment with the other two contracted shelters. There is sufficient current year funding to cover the additional costs. There is also sufficient funding in the FY 2006-07 Budget Request for the annual increased cost of $64,240 resulting from the rate increase. Funding for future years will be included in the Department's annual budget requests.

IT IS RECOMMENDED THAT YOUR BOARD (Continued)

2. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign amendments to the contract that result in any decrease, or any increase of no more than ten (10) percent of the original contract rates when the change is necessitated by additional units of service or in order for the Contractor to remain in compliance with changes in the County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten (10) business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the provisions of Section 17000 of the California Welfare and Institutions Code, the County Department of Public Social Services provides cash aid and material support to indigents under the County's GR Program. The County has contracted for emergency shelter services with LAFH since 1986, and the current contract will expire on March 31, 2006. To ensure the County's need for emergency shelter services are met, LAFH will provide temporary housing for GR applicants/participants, and will reserve these shelter beds for DPSS' exclusive use until 6:00 p.m. each night.

Any DPSS-reserved beds not used by 6:00 p.m. are not paid for by DPSS. The beds are freed up by the Contractor and made available for use by others in need. Any day the Contractor does not make the DPSS-reserved beds available to the County, the Contractor shall pay the County for each bed unavailable at the rate of $24 per bed.

Implementation of Strategic Plan Goals

The contract is consistent with the principles of the Countywide Strategic Plan's Goal #1 (Service Excellence) to provide the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The estimated annual cost of the contract with LAFH is $192,720, fully financed by NCC. The contract costs will increase by $15,840 for FY 2005-06 due to an increase of $8 per bed per night. There is sufficient current year funding to cover the additional costs. There is also sufficient funding in the FY 2006-07 Budget Request for the annual increased cost of $64,240 resulting from the rate increase. Funding for future years will be included in the Department's annual budget requests.

FISCAL IMPACT/FINANCING (Continued)

DPSS will compensate LAFH one month in arrears, at the rate of $24 per bed, per night, for each shelter bed provided to homeless GR applicants/participants the previous month. The rate is an increase from the current contract, pursuant to your Board's adoption of the FY 03-04 budget which included additional funding for the vendor voucher program. LAFH's contracted rate for the existing contract is $16. Without additional services provided by the contractor, a rate increase was not permitted for LAFH in 2003. With award of a new contract, the rate may be increased to $24, bringing the contract in alignment with all other contract/vendor providers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is authorized under California Government Code Section 26227. In 1988, the Ross and Tan v. Board of Supervisors and Tanaka lawsuit required DPSS to ensure all homeless GR applicants are provided shelter. In addition, emergency shelter is provided to GR participants who experience a catastrophe, which is limited to fire, flood, storm, earthquake, and eviction by a public authority on the grounds of substandard housing.

The County has contracted with LAFH since 1986. LAFH has provided temporary shelter to homeless GR applicants/participants in a safe and clean environment. The Contractor has continually met all performance standards as outlined in the existing contract. The facility is located in North Hollywood in the Third Supervisorial District.

The Department of Health Services has made monthly inspections at the facility to ensure compliance with all health and safety conditions, and building code requirements.

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

The contract includes the provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the contract when filling future vacancies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS (Continued)

The contract also requires that the contractor consider hiring participants of the Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) Program.

Provisions for the County's Jury Service Program have been included in the contract. The Contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provisions are included in the contract, which requires the Contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The contract was negotiated as a sole source contract.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code. Provisions of the County Code Chapter 2.121 do not apply as these services cannot be effectively performed by County employees since they require the development and utilization of resources which are not available in the County system.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow the Department to continue to provide emergency shelter services to its homeless GR applicants. The service level required under the recommended contract is the same as in the current contract.

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

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) Adopted stamped Board Letter and three (3) original signed copies of each contract to DPSS.

Respectfully submitted,

Bryce Yokomizo
Director

BY:dk

Enclosures

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

SHELTER SERVICES FOR HOMELESS GENERAL RELIEF APPLICANTS AND PARTICIPANTS

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES FAMILY HOUSING CORPORATION, A PRIVATE, NONPROFIT SERVICES AGENCY

Prepared by:
Department of Public Social Services
General Relief and Food Stamp Division
12820 Crossroads Parkway South
City of Industry, California 91746
(562) 908-6861

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CONTRACT BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES FAMILY HOUSING CORPORATION FOR THE PROVISION OF SHELTER SERVICES FOR HOMELESS GENERAL RELIEF APPLICANTS AND PARTICIPANTS

This Contract and Attachments made and entered into this _____day of _____, 2006, by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles Family Housing Corporation, hereinafter referred to as Contractor. Los Angeles Family Housing Corporation is located at 7843 Lankershim Boulevard, North Hollywood, California 91605.

RECITALS

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

WHEREAS, the Contractor is a non-profit agency and provides emergency housing for homeless GR single men and women applicants and participants, hereafter referred to as homeless GR participants, as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, the County is authorized to enter into this Contract under California Government Code Section 26227.

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

I. APPLICABLE DOCUMENTS

1.0 Attachments A, B, C, D, E. F, G, H and I as set forth below are attached to and form a part of this Contract.

2.0 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

2.1	Attachment A -	Statement of Work and Technical Exhibits
2.2	Attachment B -	Contractor Budget & Employee Benefits
2.3	Attachment C	Grounds for Rejection
2.3	Attachment D -	Bidder's/Offeror's EEO Certification
2.4	Attachment E -	Bidder's/Offeror's Nondiscrimination in Services Certification
2.5	Attachment F -	Contractor Employee Acknowledgment and Confidentiality Agreement
2.6	Attachment G -	Safely Surrendered Baby Law
2.7	Attachment H -	Internal Revenue Notice 1015
2.8	Attachment I -	Charitable Contributions Certification

3.0 This Contract and the Attachments A through I attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. SERVICES

1.0 Contractor shall make available at least 22 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.

2.0 Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Attachment A, Statement of Work and Technical Exhibits.

III. TERM OF CONTRACT

1.0 Subject to the termination provisions set forth herein, the term of this Contract is for thirty-six months with two (2) one-year renewal options, and shall commence upon County Board of Supervisors' approval of this Contract or April 1, 2006, whichever is later. Contract is subject to the County's right to terminate earlier for convenience, which includes changes in the General Relief (GR) program that eliminate or substantially reduce the County's legal requirement for General Relief assistance, non-appropriation of funds or default of Contractor.

III. TERM OF CONTRACT (Continued)

2.0 Subject to the provisions of Part VII, Further Terms and Conditions, 59.0 *Termination for Convenience of County*, in the event of termination of this Contract, Contractor shall upon receipt of notice of termination:

2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, Contractor shall immediately minimize all other costs and expenses under this Contract. Contractor shall be reimbursed only for reasonable and necessary costs and expenses incurred after receipt of notice of termination.

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

IV. INTERPRETATION

The Contract shall be interpreted in accordance with the laws of the State of California.

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:

1.0 **Board of Supervisors** - The Board of Supervisors of the County of Los Angeles.

2.0 **Contractor** - The sole proprietor, partnership, or corporation which has entered into a Contract with the County to perform or execute the work covered by these specifications.

3.0 **Director** - The Director of the Department of Public Social Services, the County of Los Angeles, or his authorized representative(s).

4.0 **Contract Manager** - The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.0 **County Contract Administrator (CCA)** - The person who monitors the Contractor's performance in the daily operation of the Contract. The CCA provides direction to the Contractor in the areas relating to policy, information requirements and procedural requirements.

V. COMPENSATION

1.0 Regular Compensation

.1 The shelter services to be provided to homeless GR participants shall be single occupancy rooms which adhere to each and all of the minimum emergency housing standards set forth in Attachment A, hereunder. County shall not pay for any room or rooms that do not meet the minimum standards.

.2 County Payment Rate

a. Effective April 1, 2006, the County will pay the Contractor one month in arrears at the rate of $24 per bed for each shelter bed provided to homeless General Relief applicant/participant the previous month.

b. Contractor shall furnish shelter beds for all homeless GR participants who have bed reservations and valid vouchers (ABP 295s) and who meet the house rules set forth in the Statement of Work and Technical Exhibits, hereunder.

.3 Contract Costs

The estimated cost of the Contract is $192,720 annually.

.4 Contractor shall submit to County a Payment Request Form Technical Exhibit 8.3, by the 15th of the month following the month of services as set forth in this Contract.

.5 County will not refer homeless GR participants and will not pay for any beds should the Contractor fail to maintain the insurance as set forth in Part VII, Further Terms and Conditions, Paragraph 36.0, Insurance, hereunder.

.6 Except as otherwise provided, County shall have no liability or responsibility for any taxes, including, but not limited to, bed, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

.7 Contractor will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume responsibility for direct or indirect payment of any salaries, wages, or compensation to any personnel provided by the Contractor.

2.0 Room Unavailability Reimbursement to County

If on any day, the Contractor does not make 22 shelter beds available to the County, the Contractor shall reimburse the County for each bed unavailable at the current Contract payment rate of $24 per bed. Any such reimbursement will be offset by a future payment.

3.0 Health Inspections/Best-Facility-First Policy

Los Angeles County Department of Health Services (DHS) inspects all facilities used by DPSS to shelter homeless GR applicants. Contractor shall maintain a DHS inspection rating for its facility which will place it in the upper two-thirds of the facilities rated. If the facility's rating falls to the bottom third, Contractor will be given 60 days in which to improve its rating to the upper two-thirds. If the facility fails to achieve a higher rating by the end of the 60 days, DPSS will immediately apply the best-facility-first policy to the Contractor's facility; i.e., the facility will receive referrals based on its DHS rating.

4.0 Prior Six-Month Expiration Notice

The Contractor shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for herein. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

5.0 75% Expenditure Notification

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event Contractor shall send written notification to DPSS at the address to be provided by DPSS.

6.0 Payment Limitation

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 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 occur only with the County's express prior written approval.

7.0 Contractor Payment

Payment to Contractor will be made in arrears on a monthly basis, at the rate specified in the Contract for services performed, provided that 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.

.1 The County shall pay the Contractor at the rate of $24 per bed/ per night, for each shelter bed provided to homeless General Relief applicant/participant in the previous month.

.2 The County shall assess monetary penalties based on the standards listed in the Performance Requirements Summary Chart and Compliance Measurement Indicators Chart.

.3 The Contractor must comply and implement an invoicing process that is compatible with the County's invoicing system. A sample copy of an invoice that is compatible with the County's invoicing system is located in Attachment A: Technical Exhibit 8.3.

.4 The Contractor shall prepare and submit monthly invoices as outlined in Technical Exhibit 8.3, Payment Request Form no later than the 15th of each month following the last day of the previous month.

.5 Upon the County's review and approval of an invoice, the County shall authorize payment and process the approved invoices for payment. The County shall adjust Contractor's future invoice amounts for any liquidated damages or other offsets authorized by the Contract that has not been deducted from any payment made by the Contractor to the County. County shall make a reasonable effort to effect payment to Contractor within 30 calendar days after receipt of an invoice which is accurate as to form and content.

.6 The County may delay the last payment due (plus the previous full month payment due if the last payment due is for less than a full month) hereunder until six months after the expiration of the Contract.

The Contractor shall be liable for payment within 30 days written notice after any liquidated damages or other offsets authorized by the Contract that has not been deducted from any payment made by the County to the Contractor.

.7 Prior to receiving final payment hereunder, the Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

8.0 County Approval of Invoices

All invoices submitted by the contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event, shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

9.0 Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified Monthly Management Reports (MMR), the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

VI. RENOVATIONS TO THE FACILITY

Contractor shall provide the County Contract Administrator (CCA) with prior written notification of any and all proposed renovations to the exterior or interior of the buildings. Monthly progress reports on the renovations shall be provided by the Contractor to the CCA until all renovations are complete. Renovations shall be deemed complete for purposes of this Contract when Health, Building and Safety officials have completed all reasonable inspections and certified the property to be in compliance with the relevant legal requirements. As to renovations which are not the subject of legal requirements, completion shall be effected when the CCA has issued a written approval.

VII. TERMS AND CONDITIONS

1.0. ASSIGNMENT AND DELEGATION

.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 sub-paragraph, 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 delegate 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.

.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.

.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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.

2.0 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.

3.0 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. In response to a County imposed fee reduction, the Contractor and County may negotiate a reduction in Contractor's services proportionate to the fee reduction and amend the Contract accordingly. This reduction will not affect costs already incurred by the Contractor for services previously provided. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 days following the Board's approval of such actions. The Contractor shall continue to provide the services set forth in the Contract.

4.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited fro 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 security 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 security 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 security 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 be suspended, debarred, ineligible, or excluded from security 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.

5.0 CHANGES AND AMENDMENTS OF TERMS

The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Contract Administrator.

.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.

.2 The DPSS Director may prepare and sign Amendments to the contract without further action by the County Board of Supervisors under the following conditions:

a. Amendments shall be in compliance with applicable County, State and Federal regulations.

b. The Amendment is for a decrease in the Contract costs, or the Amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for Contractor to comply with changes in Federal, State, or County requirements.

c. The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services' (DPSS) Budget.

d. DPSS shall obtain the approval of County Counsel or designee for an Amendment to this Contract.

e. This Contract may be renewed, at the sole discretion of the Director of DPSS, for two one-year periods by amending the Contract to reflect such renewal only.

f. DPSS Director will file a copy of all amendments with the Executive Office of the County board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

5.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter *"PC"*) *Section 11164 et seq.,* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Sections 11166 and 11167.

The Contractor staff working on this Contract shall comply with *California W&IC, Section 15600 et seq.,* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the *W&IC* Sections 15630, 15633 and 15633.5.

The Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

6.0 CIVIL RIGHTS

The Contractor shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964, Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *W&IC Section 10000*, California Department of Social Services *Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, or disability.

The Contractor shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification," Attachment E, hereunder.

7.0 COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.0 COMPLAINTS

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

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 user complaints.

.1 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

.2 If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days.

.3 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.

The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days after receiving the complaint.

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.

Copies of all written responses shall be sent to the CCA within three business days after mailing to the complainant.

9.0 COMPLETION OF CONTRACT

The Contractor shall turn over their current operation to the County or another vendor upon expiration or termination of the Contract. For up to three months prior to the expiration of this Contract, the Contractor shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from Contractor-provided services back to the County or to another vendor. The Contractor shall make reasonable provisions for inspection and observation of work procedures of the

Contractor personnel during the transition period. In addition, the Contractor shall explain and return to the County, as requested, all reports, documents, data files, and computer systems.

If the Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 to 100% of the last two months' payments as liquidated damages.

10.0 COMPLIANCE WITH JURY SERVICE PROGRAM

.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 Chapters 2.203.010 through 2.203.090 of the Los Angeles County Code.

.2 Written Employee Jury Service Policy

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Chapter 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Chapter 2.203.070 of the Los Angeles County Code), 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.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: the lesser number is a recognized industry standard as determined by the County, or Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the subcontract.

c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, 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 Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section 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 Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

11.0 COMPLIANCE WITH LAWS

The 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* (W&IC)

2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*

3. *California Department of Social Services Regulations*

4. *Social Security Act*

5. State Energy and Efficiency Plan (*Title 24, California Administrative Code)*

6. Clean Air Act (*Section 306, 42USC 1857 (h)*)

7. Clean Water Act (*Section 508, 33USC 1368*)

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]*

10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)

11. Los Angeles County Code

The Contractor shall maintain all licenses required to perform the Contract. The Contractor shall indemnify and hold the 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 not limited to those concerning nepotism, employment eligibility, living wage, civil rights, conflict of interest, wages and nondiscrimination.

12.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

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

13.0 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder, of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Contract," Attachment E.

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

14.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

.1 The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in the Contract.

The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Chapter 2.180.010;* "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The Contractor must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment C.

The Contractor represents and warrants they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the County in the development and preparation of the Request for Proposals for the Contract. No Contractor employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data and physical possession of financial documents.

.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.

.3 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 Subsection 5.16 shall be a material breach of this Contract.

15.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the Contractor require additional or replacement personnel after the effective date of the 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.

16.0 CONSIDERATION OF HIRING GAIN OR GROW PARTICIPANTS FOR EMPLOYMENT

.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 DPSS GAIN Program or GROW Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

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

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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 County's policy to conduct business only with responsible Contractors.

.1 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contract may have with the County.

.2 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) committee an act or omission which negatively reflects on the Contractor's quality fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

.3 If there is evidence that the Contractor may be subject to debarment, the Department 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.

.4 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

.5 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 Hearing Board.

.6 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 it is in the best interests of the County.

.7 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 years; (2) the debarment has been in effect for at least five 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.

.8 These terms shall also apply to subcontractor/subconsultants of County Contractors.

18.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

19.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE 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 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. The County's Department of Public Social Services will supply the Contractor with the poster to be used.

20.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202)

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

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through the Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (Los Angeles County

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

22.0 COUNTY LOBBYISTS

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Chapter 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.0 COVENANT AGAINST FEES

The Contractor warrants and represents that no person or a selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage, or contingent fee.

25.0 DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

26.0 DISCLOSURE OF INFORMATION

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

.1 The Contractor shall develop all publicity material in a professional manner.

.2 During the course of performance on this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall the Contractor use any material that identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

.3 The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided however, that the requirements of this Section 27.0 shall apply.

27.0 EMPLOYEE SAFETY

The Contractor will assure that the Contractor's employees:

.1 Are covered by an effective Injury and Illness Prevention Program.
.2 Receive all required general and specific training.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

The Contractor shall indemnify, defend, and hold the County harmless from any employer sanctions or other liability that may be assessed against the County or the Contractor by reason of Contractor's failure to comply with the foregoing.

29.0 FISCAL ACCOUNTABILITY

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations. For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, and Subpart 31.2 as applicable.

30.0 FORCE MAJEURE

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

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

31.0 GOVERNING LAW AND VENUE

This Contract shall be governed by, construed in accordance with, and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

32.0 GOVERNMENT OBSERVATIONS

Federal, State, County, and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

33.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

.1 This Contract is by and between the County and the Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between 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.

.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.

.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 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.

35.0 INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to

and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense throughout the term of the Contract.

.1 Evidence of Insurance
Certificates or other evidence of coverage satisfactory to County shall be delivered to:

Department of Public Social Services
Donna Keating, County Contract Administrator
GR & CAPI Programs Section
12820 Crossroads Parkway South
City of Industry, CA 91746-3411

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

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

.2 Insurer Financial Ratings
Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

.3 Failure to Maintain Coverage
Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required

insurance coverage and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

c. Any injury to a Contractor employee, which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

.5 Compensation for County Costs

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

36.0 INSURANCE COVERAGE REQUIREMENTS

.1 General Liability

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

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

.2 Automobile Liability

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

.3 Workers' Compensation and Employers' Liability

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

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

Each Accident:	$1 million
Disease - Policy Limit:	$1 million
Disease - Each Employee:	$1 million

.4 Professional Liability:

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

37.0 LIQUIDATED DAMAGES

If the Contractor breaches the Performance Requirements Summary (PRS) as defined in Attachment A, Technical Exhibit T1.2, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages.

This Section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

38.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

39.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during 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 County under this Contract.

40.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

Except as provided in Section IV, Contract Payment, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment 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 Contractor. This provision shall survive the expiration or other termination of this Contract.

41.0 NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall comply with all laws and regulations as defined in Equal Employment Opportunity (EEO) (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60).* The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable federal and State anti-discrimination laws and regulations. The Contractor shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the Contractor's facilities, where they are easily accessible to the Contractor's employees.

.1 Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

.2 Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.

.3 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 5.45 when so requested by the County.

.4 The Contractor shall not discriminate against any employee, or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the EEO provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has

violated State or Federal EEO laws or regulations shall constitute a finding by the County that the Contractor has violated the EEO provisions of this Contract.

.6 The parties agree that in the event the Contractor violates the EEO provisions of this Contract, the County shall, at its option, be entitled to a sum of five hundred dollars ($500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

42.0 NOTICES

All notices or demands required or permitted to be given or made under the Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties.

.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

.2 Notice of Meetings

The Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five business days prior notice to the Contractor of the need to attend such meetings.

The Contractor may verbally request meetings with the County, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a U.S. Post Office or substation thereof, or any public mail box.

.4 Notices to the Contractor

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

.5 Notices to the County

Notices and envelopes containing same to the County shall be addressed to:

Donna Keating, County Contract Administrator
GR & CAPI Programs Section
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, California 91746-3411

.6 Changes of Address

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

.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

44.0 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment F and is available on the Internet at http://www.babysafela.org for printing purposes.

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 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

45.0 OWNERSHIP OF DATA/EQUIPMENT

.1 The County shall be sole owner of all rights, titles, and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data, and information which have been prepared, developed, or maintained by Contractor pursuant to this Contract.

.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor with County funds or by County, which Contractor will use to fulfill the responsibilities of this Contract.

46.0. 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 pubic announcement.

47.0 PROPRIETARY RIGHTS

All materials, data, and other information of any kind obtained from County and all materials, data, reports, and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information.

The provisions of this Paragraph 47.0, shall survive the expiration or other termination of this Contract.

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

.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either cause all copies of such information to be returned to Contractor, or certify to Contractor that all copies of such information have been destroyed.

48.0. PUBLIC RECORDS ACT

1. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to 52.0, Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property o 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 bed 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 to court of competent jurisdiction.

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 bid marked "trade secret", "confidential", or "proprietary", the County 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.

49.0 PUBLICITY

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; or

- 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 County's Project Director. The County shall not unreasonably withhold written consent.

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 sub-paragraph 49.0 shall apply.

50.0 RECORDS

The Contractor shall maintain books, records, documents, and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 49.0, Records Retention and Inspection.

51.0 RECORDS RETENTION AND INSPECTION

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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractors 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.

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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during ht term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may 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: 2) 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 work is more than the payments made by the C9ounty 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.

52.0 RECYCLED BOND PAPER

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

53.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion to require the Contractor to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of the County, the Contractor shall immediately replace said personnel.

54.0 RULES AND REGULATIONS

During the time that the Contractor's employees or agents are at County facilities or off-site work locations, such persons shall be subject to the rules and regulations of the facility. It is the responsibility of the Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately remove and replace within 24 hours any of its employees performing services, hereunder when notified orally or in writing by the CCA that: such employee has violated such rules or regulations; or such employee's actions, while on County or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

55.0 SECURITY AND BACKGROUND INVESTIGATIONS

Criminal Clearances:

1. For the safety and welfare of the children to be served under this Contract, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who9 may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

2. Contractor shall immediately notify DPSS of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to Contractor.

3. Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code Sections or any other existing or future Penal Code Sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 372.5, 286, 288, 288a, 290, 314, 368(b), 647(a) (b), 647.6, and 667.5(c).

56.0 SUBCONTRACTING

.1 No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The County's determination of whether to approve the Contractor's request to subcontract shall be completely within the discretion of the County.

.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the County be construed as effecting any increase in the amount provided for in the Contract. The Contractor's request for approval to enter into a subcontract shall include:

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

.3 In the event that the County should consent to subcontracting, the Contractor shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

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

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

Section 19.0, Contractor's Acknowledgement of County's Commitment to Child Support Enforcement, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 57.0, Termination For Default of the Contractor.

58.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

.1 Performance of services under this Contract may be terminated by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor of a 30 calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

.2 If, during the term of this Contract, the County funds appropriated for the purposes of this Contract are reduced or eliminated, County may immediately terminate this Contract upon written notice to the Contractor.

.3 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

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

b. To the extent possible, continue to perform, as required by this Contract, until the effective date of termination.

.4 After receipt of a Notice of Termination, the Contractor shall continue to provide services to participants who were previously referred by the County.

.5 Upon termination of this Contract, the Contractor shall comply with the provisions of Section 49.0, Records Retention and Inspection.

.6 Subject to the provisions of Subsection 56.4, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant overhead on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

59.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

a. If the Contractor fails to perform the service within the time specified or, with prior County approval, any extension thereof.

b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

.2 In the event the County terminates this Contract in whole or in part as provided in this Section 57.0, the County may procure, upon such terms and in such manner, as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

3 If, after giving Notice of Termination of this Contract under the provisions of this Section 57.0, it is determined for any reason that the Contractor was not in default under the provisions of this Section 59.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 56.0, Termination For Convenience of the County.

.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 56.0.

60.0 TERMINATION FOR IMPROPER CONSIDERATION

.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.

.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 Los Angeles County Fraud Hotline at (800) 544-6861, and/or email: fraud@auditor.co.la.ca.us.

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

61.0 TERMINATION FOR INSOLVENCY

.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of the Contractor

The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

c. The appointment of a Receiver or Trustee for the Contractor; or

d. The execution by the Contractor of a general assignment for the benefit of creditors.

.2 The rights and remedies of the County provided in this Subparagraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year. The County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

63.0 TIMELY COMPLETION

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

64.0 VALIDITY

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

65.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.

66.0 WAIVER

No waiver of a breach of any provision of this Contract by the County will constitute a waiver of any other breach of said provision or any other provision of this Contract. 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.

No waiver shall be enforced unless said waiver is set forth in writing.

67.0 WARRANTY

The Contractor warrants that all services performed hereunder will comply with Section 2.0, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained, and experienced in rendering similar services at the time such services are performed.

The Contractor shall, within 24 hours after oral or written notice from the County, correct any and all defects, deficiencies, errors, or omissions in services rendered to the County. The correction of such defects, deficiencies, errors, or omissions shall be at no cost to the County.

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 chair of said Board and attested by the Executive Officer-Clerk of the board of Supervisors thereof, the day and year first above written.

LOS ANGELES FAMILY HOUSING CORPORATION

By: _____

Title: Chief Operating Officer

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

BY _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Principal Deputy County Counsel

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

Attachment A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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STATEMENT OF WORK AND TECHNICAL EXHIBITS

PREAMBLE
COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' 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 shared values of:

- ➢Responsiveness
- ➢Professionalism
- ➢Accountability
- ➢Compassion
- ➢Integrity
- ➢Commitment
- ➢A Can-Do Attitude
- ➢Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social service systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no "wrong door": wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.

- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✓ The County service system is flexible, able to respond to service demands for both the County-wide population and specific population groups.

- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team - staff and volunteers - will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK AND TECHNICAL EXHIBITS

1.0 GENERAL

1.1 Scope of Work

1.1.1 Contractor shall make available no less than 22 beds in single occupancy rooms each day for the exclusive use of homeless General Relief (GR) participants in a safe and clean emergency shelter.

1.1.2 To achieve the occupancy level of at least 22 homeless GR participants housed each night, Contractor shall each morning (no later than 9:00 a.m.) and each afternoon (no later than 2:00 p.m.), Monday through Friday, request a pre-determined or revised number of referrals from DPSS Vendor Voucher Unit. The methodology to be used each morning to determine the projected number of shows/registrants needed daily to reach the 22 ending occupancy is as follows:

1.1.2.1 Determine the actual number of vacancies (the difference between 22 and the beginning occupancy figure);and

1.1.2.2 Determine the projected number of homeless GR participants who are going to show and register (this number should be the sum of the number of vacancies and the number of early check-outs for that day); and

1.1.2.3 Determine the percentage of shows monthly. (Effective on the Contract start date, the percentage of shows will be based on the average show rate for the preceding three-month period); and

1.1.2.4 Divide the projected number of shows by the average show rate as specified in Subparagraph 1.1.2.3 above.

Example 40 Beds (Based on 65% Average Show Rate):

• Beginning Occupancy		25
Number of Vacancies (Morning)	15	
Number of Early Check-Outs (Afternoon)	5	
• Plus the Projected Number of Shows		20
• Minus the Number of Early Check-Outs		5
• Ending Occupancy		40

1.1.3 Based on the example cited above, Contractor shall request a minimum of 31 (40 minus beginning occupancy plus number of early check-outs divided by .65 equals 40) referrals from DPSS Vendor Voucher Unit the morning of the effective date of the Contract. Contractor shall follow the above methodology during the term of this Contract.

1.1.4 Homeless GR participants will normally be authorized by DPSS to stay at the shelter for a period of one (1) to up to fourteen (14) days. An authorization may be renewed by DPSS for additional periods or may be canceled verbally and in writing at any time during a stay.

1.2 Key County Personnel

1.2.1 County Contract Administrator (CCA)

1..2.1.1 CCA or alternate has full authority to monitor Contractor's performance in the daily operation of this Contract.

1.2.1.2 CCA shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

1.2.1.3 CCA shall negotiate with Contractor changes in service requirements according to Part VI, Paragraph 5.0, Changes and Amendments of Terms.

1.2.1.4 CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate County in any way whatsoever.

1.2.1.5 County will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change

12.1.6 All work performed by Contractor, under this Contract and any Change Notice, must be approved in writing by CCA.

1.2.2 Quality Assurance Evaluator (QAE)

1.2.2.1 QAE shall monitor Contractor's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures and report his/her findings to CCA.

1.2.2.2 QAE is not authorized to make any changes in the terms and conditions of this Contract, and is not authorized to obligate County in any way.

1.2.2.3 County will inform Contractor of the name, address and telephone number of the QAE at the time the Contract is awarded, and at any time thereafter a change of QAE is made.

1.3 Key Contractor Personnel

1.3.1 Contractor's Employees

1.3.1.1 The Contractor is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge Contractor's personnel.

1.3.1.2 The Contractor will be solely responsible for providing, to its employees, all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

1.3.1.3 The personnel provided by the Contractor shall be, at a minimum:

a. Able to fluently read, write, speak, and understand English.

c. Willing, if they are bilingual, to utilize bilingual skills, when requested or necessary.

d. Able to communicate effectively using good judgment and diplomacy.

e. Required to present him/herself in a neat, businesslike appearance, and behave in a professional manner.

f. Able to handle sensitive materials and perform confidential duties.

g. Able to satisfy a background check.

County may screen Contractor employees, current and prospective to ensure that an employee receiving public assistance, residing with or related to a public assistance recipient is not assigned to a function that may present a conflict of interest for County.

1.3.2 **Contract Manager (CM)**

1.3.2.1 Contractor shall provide a CM and alternate who will act as liaison with County and be responsible for the overall management and coordination of this Contract at the time the Contract is awarded, and at any time thereafter a change of CM is made.

1.3.2.2 CM or alternate shall have full authority to act for Contractor on all Contract matters relating to the daily operation of this Contract.

1.3.2.3 CM or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday except County holidays.

1.3.2.4 CM or alternate must be able to attend meetings as needed, communicate by telephone and by written correspondence.

1.3.3 **Other Contractor Staff**

1.3.3.1 All staff who have direct contact with County personnel or who are responsible for serving the homeless GR participants referred for shelter (e.g., desk clerks) must be able to read, write, speak and understand English. Personnel such as housekeepers are not required to meet this requirement.

1.3.3.2 Contractor is required to have bilingual staff, including Spanish-speaking personnel.

1.3.3.3 All personnel shall be qualified in accordance with all federal, State, County and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control Program

Contractor shall establish and maintain a comprehensive Quality Control Program to assure the requirements of this Contract are provided as specified. Contractor's Quality Control Program must be provided to the County Contract Administrator (CCA) on the Contract start date and as changes occur. The Program shall include, but not be limited to, the following:

1.4.1 An in-house inspection system covering all the services listed in this Attachment A, Section 5.0, Specific Tasks. It must specify the activities to be monitored on either a scheduled or unscheduled basis, frequency of monitoring, samples of forms to be used in monitoring, and the title/level of the individual(s) performing the monitoring functions.

1.4.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

1.4.3 A record of all inspections conducted by Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action which shall be provided to CCA upon request.

1.4.4 The method for continuing to assure services to DPSS in the event of a strike by Contractor's employees.

1.5 Quality Assurance

1.5.1 DPSS will monitor Contractor's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures, hereunder.

1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Paragraph 1.5.3 below) is issued, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

1.5.3 Contract Discrepancy Report (CDR)

1.5.3.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager (CM) or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the CM within a reasonable time period.

1.5.3.2 The CCA will determine whether a formal CDR shall be issued (see Section 8.0, Technical Exhibit 8.4).

1.5.3.3 If a CDR is issued, it will be mailed or faxed to the CM.

.1.5.3.4 Upon receipt of the CDR, Contractor is required to respond in person and/or in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for preventing future discrepancies identified in the CDR within ten (10) business days.

1.5.4 The minutes of all Performance Evaluation Meetings shall be prepared by CCA and signed by CM and CCA. Should CM not concur with the minutes, he/she shall submit a written statement to CCA, within ten (10) business days from the date of receipt of the signed minutes. The CM's written statement shall be attached to the CCA's minutes and be a part

thereof. Failure to do so shall result in the acceptance of the minutes as written. Should CCA disagree with CM's timely written response, the decision of CCA shall be final. Upon advance notice, either County or Contractor may make an auditory recording of the meeting.

1.6 Hours of Operation

1.6.1 Contractor's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) 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.**

1.6.2 After 6:00 p.m., if the total number of occupants and bed reservations is less than 22 beds, the difference can be released to the public-at-large. Any beds released must be made available to the County the following day.

1.6.3 CCA will provide Contractor with a list of County recognized holidays at the time the Contract is awarded, and at any time thereafter the County approves holidays for County employees.

1.7 House Rules

Contractor may establish reasonable house rules for the facility. DPSS must approve all house rules before the Contract is put into effect and must approve all future changes before they are put into effect as set forth in Contract, Part VII, Paragraph 5.0, Changes and Amendments of Terms. Contractor's approved house rules are as follows:

1.7.1 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.

1.7.2 Intoxication (drunkenness) will not be tolerated in the building. If determined to be under the influence of alcohol or drugs, the resident will be evicted.

1.7.3 Security may inspect all bags and packages brought into the building.

1.7.4 Any form of violence will not be permitted, and is cause for immediate eviction, and possible criminal complaint.

1.7.5 Abusive language, physical threats, etc., directed towards staff or other participants is cause for eviction.

1.7.6 Damaging or defacing any room or the building in any way is cause for immediate eviction, and possible criminal complaint.

1.7.7 Playing of radios and televisions loudly is not permitted.

1.7.8 There is no loitering ("hanging around") anywhere in the building.

1.7.9 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.

1.7.10 No one will be permitted entrance into the building between 1:00 a.m. and 7:00 a.m.

1.7.11 No hot plates (cooking) or other forms of cooking utensils allowed.

1.7.12 No smoking in elevators, in hallways, or in nonsmoking areas of dining rooms.

1.7.13 Visitors allowed only in the waiting area.

1.7.14 Lounge areas close at 11:00 p.m.

1.7.15 Los Angeles Family Housing Corporation staff is not responsible for lost, damaged or stolen personal property.

1.7.16 Residents must be appropriately dressed whenever going anywhere in the building (i.e., No Bare Feet).

1.7.17 No urinating or throwing of personal items out the window.

1.7.18 No pets.

1.7.19 All DPSS vouchers must be signed before **9:30 a.m.**

1.7.20 Check out time for all residents is **9:30 a.m.** Please remove all belongings from the room, or they will be removed and stored by the staff at the resident's own risk.

1.7.21 For residents not signing Housing Vouchers before **9:30 a.m.**, their rooms can be plugged by 10:00 a.m. All belongings in the room will be PACKED OUT and stored at the resident's own risk.

1.7.22 Two pluggings of rooms and PACK OUTS can be cause for eviction.

1.7.23 When checking out: (a) Remove all belongings and (b) Turn in key and pass to receptionist.

1.7.24 The Mezzanine, and any designated program floor are RESTRICTED AREAS and considered to be OUT OF BOUNDS. DO NOT enter these floors without proper authorization. Anyone caught breaking this House Rule can be dismissed from these premises.

2.0 GENERAL DEFINITIONS

2.1 Available Beds

Twenty-two (22) minus the number of occupied beds equals the number of beds available each morning to DPSS.

2.2 Contract Discrepancy Report (CDR)

The report used by the CCA to formally notify Contractor of discrepancies or problems with Contractor performance. The Contractor is required to respond to all CDRs.

2.3 Department of Public Social Services

The County department responsible for providing social and financial services to eligible persons.

2.4 General Relief

The County operated public assistance program for County indigents, who are not in receipt of State or federal assistance programs.

2.5 Exclusive Use Beds

Twenty-two (22) beds held by the Contractor for the sole use by DPSS-referred participants. These beds may not be given to anyone else at any time except as specified in subsection 1.6.2 above.

3.0 COUNTY FURNISHED ITEMS

3.1 PA 262, "Confirmation of Canceled Vendor Services"

County will, when appropriate, provide the Contractor with a confirming notification (PA 262) of prior telephone cancellation of any remaining voucher nights prior to the expiration date of the original ABP295.

3.2 ABP 295, "Meals and/or Lodging Order and Invoice"

County will provide the homeless GR participant with a referral voucher (ABP 295) indicating the participant's name, case number, DPSS district office, and the number of days the participant is eligible for shelter.

3.3 ABP 479, "Voucher Notice"

County will provide each person referred for shelter with a VOUCHER NOTICE (ABP 479). The Notice provides explicit instructions to the applicant/participant to not sign the ABP 295 in advance, and to sign only in pen. It also lists problems affecting room or hotel/shelter and notifies

referred participants that if they have problems with the room or hotel they should call 1-800-255-0905. If problems pose a danger to their health or safety, they may be entitled to get a different room or to get a new DPSS voucher for a different hotel/shelter.

3.4 PA 607, "Complaint of Discriminatory Treatment"

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

4.0 CONTRACTOR FURNISHED ITEMS

Contractor shall provide all personnel, facilities, furniture, equipment, utilities, supplies, and materials necessary to meet the Contract requirements.

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Participant

Contractor is responsible for receiving and processing the homeless GR participant referred to Contractor by DPSS.

.1 Each morning selected DPSS staff shall call Contractor to ascertain if there are vacancies. Contractor shall report as vacant all rooms unoccupied the night before and all rooms of those participants whose vouchers expire that morning. (See also subsection 5.7.6, hereunder.)

.2 If there are vacancies, the DPSS Eligibility Worker shall refer eligible homeless GR participants with an ABP 295 voucher to Contractor. The referred individual shall provide Contractor with an ABP 295 voucher indicating the participant's name, case number, DPSS district office, and number of days participant is eligible for shelter.

.3 Contractor shall provide the referred participant with emergency shelter **and shall keep the white and pink copies of the ABP 295 voucher intact during the referred participant's stay so as to maintain records of occupancy.**

.4 Contractor shall comply with all applicable laws regarding nondiscrimination (See Contract Part VII., Paragraph 7.0, Civil Rights). Contractor shall not refuse services without good cause to any participant. Good cause shall be defined as:

.4.1 Drunk or disorderly conduct.

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

to property.

.4.3 Conduct that infringes upon the rights of others.

.4.4 Failure to follow House Rules.

.4.5 Participants who have a history of misconduct as defined above.

5 If appropriate, the DPSS Eligibility Worker will extend the participant's stay at the facility. Also, the Eligibility Worker will cancel the participant's authorization to stay, if the participant becomes ineligible to GR at any point.

.6 Contractor will have the participant read/or will read to the participant the House Rules and **obtain participant's signature** that he/she understands and will follow the rules.

.7 Contractor will issue an identification card, for which the participant will use for entry into the building.

5.2 Adhere to Minimum Emergency Housing Standards

5.2.1 Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which County Department of Health Services (DHS) has found any of the following conditions to exist or to have existed when a voucher recipient 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 room or rooms.

5.2.1.1 Infestation of insects or rodents.

5.2.1.2 Gross structural damage or general dilapidation.

5.2.1.3 Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.

5.2.1.4 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.

5.2.1.5 Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.

5.2.1.6 Large accumulations of rubbish, debris or trash upon the premises.

5.2.1.7 Lack of adequate heating. Adequate heat is defined as 70 degrees F to 80 degrees F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70 degrees F to each room, if the occupant wants heat, 24 hours a day if individually controlled. This heating standard is applicable October 1 - May 31 of each year.

5.2.2 All voucher rooms and public areas serving said rooms shall be in compliance with the following standards, and no voucher recipient shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards.

5.2.1 The facility shall be in compliance with current fire codes.

5.2.2 Lighting in all rooms, hallways and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways and public areas.

5.2.3 In rooms with <u>public</u> bathrooms, all wash basins, toilets, bathtubs and shower stalls shall be operable, reasonably clean and sanitary.

5.2.4 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.

5.2.5 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.

5.2.6 Each participant shall have the only key to his or 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.

5.2.7 Each room shall contain a bed and a place in which to store clothing, both in good repair.

5.2.8 On arrival at the facility, each voucher recipient shall receive freshly laundered, untorn bed linen, a freshly laundered towel, and his or her room shall contain a mattress and pillow which are dry, clean and untorn.

5.2.9 All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.

5.2.10 All flooring shall be maintained in a safe condition.

5.2.11 Necessary security and supervision shall be supplied within the facility reasonably to maintain occupant safety and prevent vandalism, which shall include 24 hour security coverage and hourly patrols of building and grounds, immediate response to an alert and television monitoring of stairwells.

5.2.12 Contractor must promptly move a voucher recipient to a 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 room. DPSS shall not pay Contractor for any and all rooms that do not meet the above standards.

5. 2.13 Contractor shall provide separate sleeping areas for males and for females.

5.2.3 Contractor shall perform the following services. Failure to meet the following standards may lead to closure of rooms, floors or facility.

5.3.1 Furniture shall be clean and kept in good repair.

.5.3.2 Weekly maid services shall be provided for each room and for all corridors and public areas.

5.3.3 Bedding 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.

5.3.4 Freshly laundered towels shall be provided twice a week.

5.3.5 Mattresses and pillows shall be checked to ensure that they are dry at the time that maid service is provided.

5.3.6 All windows shall be equipped with shades, curtains, drapes or frosted glass; screens shall be provided on the first three floors of multi-story buildings.

5.2.4 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.

5.2.5 Contractor shall have publicly posted, at all times, an English and Spanish copy of the Voucher Notice (ABP479).

5.2.6 Willful and/or repeated violations of any of the above shall constitute a material breach of Contract upon which County may terminate or suspend this Contract.

5.3 Comply with Building and Safety Codes and Fire Codes

Contractor must 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 include, but are not limited to, the following:

5.3.1 Building and Safety

5.3.1.1 Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.

5.3.1.2 Broken windows or presence of broken glass within sleeping rooms or in public areas.

5.3.1.3 Cracks or holes in interior walls of one inch in diameter or greater.

5.3.1.4 Plumbing facilities which are malfunctioning in such a way as to threaten health of occupants.

5.3.1.5 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.3.2 Fire

5.3.2.1 Inoperable or absent fire escapes.

5.3.2.2 Inoperable or absent fire extinguishers.

5.3.2.3 Inoperable or absent fire hoses.

5.32.4 Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.

5.3.2.5 Where automatic door closers are utilized on stairwell doors, such door closers shall be operational.

5.3.2.6 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.4 Laundry Facilities

Contractor shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.

5.5 Ancillary Services

County does not require Contractor to provide any service except shelter as outlined in subsections 5.1 through 5.4.above. Contractor is encouraged to provide other services. Some of the possible services which might be included are counseling, transportation, clothing distribution, information and/or referral services.

5.5.1 Any ancillary service offered by Contractor shall be voluntary as to participant participation.

5.5.2 County shall not pay Contractor for any service Contractor provides except for shelter as outlined in subsections 5.1 through 5.4 above.

5.6 Record Keeping

Contractor will have to maintain complete and accurate records of occupancy. This data will be subject to audit by the County.

5.6.1 In processing and maintaining DPSS vouchers/invoices (ABP 295s), the Contractor shall:

5.6.1.1 Examine all ABP 295s before providing services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent.

5.6.1.2 Ensure the Voucher Notice (ABP 479) is retained by the applicant/participant.

5.6.1.3 Ensure that participants sign in pen each ABP 295 and that there has been no alteration of name, date or amount. Vouchers completed in pencil will be rejected.

5.6.1.4 Have the authority to refuse to accept irregular ABP 295s. Participants shall be advised to return to the district office of issuance in case of any irregularity.

5.6.1.5 Require participants to sign in pen their names and room numbers on the vouchers **daily** as the services are rendered. Contractor shall enter the date. Participant shall sign every twenty-four (24) hours **no later than 9:30 a.m. preceding each night's housing**.

All unsigned vouchers found by a DPSS monitor after 9:30 a.m. for the previous day will be marked "*unsigned*." If these unsigned vouchers result in an occupancy less than 22 shelter beds for the day being monitored, County will reduce a future month's payment by the existing payment rate for each voucher marked "unsigned" by the monitor. If the County finds that the Contractor violated this requirement, Contractor may be liable for any damage to the County as defined in Contract Part VII, Further Terms and Conditions, Paragraph 38.0, Liquidated Damages.

5.6.1.6 Have responsibility for comparing participant's signatures on the ABP 295 to ensure that participant is the same person who signed in the district office.

5.6.1.7 Ensure that each ABP 295 reflects the total number of nights the participant was housed.

5.6.1.8 Agree that no one other than Contractor or designee may sign as Contractor on the ABP 295s.

5.6.1.9 Agree not to exchange ABP 295s for cash or other remuneration.

.5.61.10 Not transfer ABP 295s from one participant to another, from one vendor/Contractor to another, or from one facility to another owned by the same vendor/Contractor.

5.6.1.11 Understand that failure to follow any of the above provisions may result in denial of payment, suspension and, in some instances, criminal prosecution.

5.6.1.12 Ensure that all new employees are properly trained for their job, including handling the above requirements.

.5.6.2 A reservation/cancellation log to record telephone reservations/ cancellations from DPSS staff.

.5.6.3 An incident log that includes records of all acts of violence/reports on any damage done by participants.

5.6.4 Records on any rejected referral and reason for rejection.

5.6.5 A log of all occupants who leave prior to their authorized stay.

5.7 Reports

Contractor shall submit all reports requested by County by the established report date.

5.7.1 Contractor shall prepare monthly reports and invoice using the "Occupancy Referral Report," "Shelter Occupancy Report," and "Invoice for Advance Payment" forms for all charges owed to Contractor by County under the terms of this Contract. Contractor shall submit these forms as set forth in Technical Exhibits 8.1, 8.2, and 8.3 hereunder.

5.7.2 When participants leave prior to their authorized stay, or when DPSS terminates a participant's stay for any reason, Contractor shall count the individual's bed as vacant when designated DPSS staff (Vendor Control Unit) inquire as to vacancies.

5.7.3 When Contractor refuses services with good cause to any participant for one of the reasons listed in Subsection 5.1.4 above, Contractor shall not include that individual in Contractor's occupancy count.

5.7.4 When Contractor is forced to ask an individual to leave the facility for one of the reasons listed in Paragraph 5.1.4 above, Contractor 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.

5.7.5 Contractor shall continue to notify the designated DPSS staff (Vendor Control Unit) the next County work day, whenever the shelter's occupancy falls **below** the 22 Contract shelter bed level.

5.7.6 When necessary, designated DPSS staff (Vendor Control Unit) will require Contractor to provide daily counts of beginning/ending occupancy levels, number of vacancies, number of referrals, and number of shows.

6.0 REGULATIONS

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

6.1 Section 17000 W&I Code of the State of California mandates each County to have a General Relief Program.

6.2 Section 10850 et seq. and 17006 W&I Code of the State of California mandates case records and information confidentiality.

6.3 Section 17920 et seq. Health and Safety Code of the State of California provides for regulation of buildings used for human habitation.

6.4 Section 1205 Uniform Building Code of the State of California provides sanitation requirements for buildings and dwelling units.

6.5 Chapter 11.20 Los Angeles County Public Health Code provides housing requirements.

7.0 CONTRACT MONITORING PROCEDURES

7.1 DPSS will monitor performance under Contract by visiting the shelter facility. Visits may be announced or unannounced. During such visits DPSS staff reserves the right to inspect the premises for cleanliness and safety. Discussion may be held with facility staff and residents regarding services provided.

7.2 DPSS reserves the right to bring in the services of consultants as DPSS deems necessary.

7.3 Contractor's performance shall be inspected by DPSS at least once a month.

7.4 Complaints against a Contractor shall be investigated by DPSS within three (3) County work days from the date the complaint is received.

7.5 DPSS may cause, when necessary, appropriate inspection by other governmental agencies to ensure code compliance.

7.6 The results of DPSS' investigation and a referral, when appropriate, shall be sent to the Los Angeles County Department of Health Services.

7.7 Monitoring will include the review of Contractor's records, vouchers and logs and any discussions with appropriate staff about record keeping and retention.

7.8 A minimum of two (2) rooms may be randomly selected for inspection at the time of the regular inspection.

7.9 Special emphasis shall be given to roaches, rats, stopped up plumbing, broken windows, and dirty unsanitary restrooms.

7.10 Violations of inspection standards require corrective action.

7.11 No additional DPSS inspection shall be made when a facility has been cited by the Department of Health Services (DHS). DHS will determine if the violations cited warrant immediate action halting all referrals of participants to the facility and ceasing of further payments to Contractor.

7.12 County has expanded the monitoring activities to ensure that Contractor is in compliance and ensure that funds paid to the Contractor are commensurate with services provided, that the Contractor is complying with Terms and Conditions, and that the services provided by Contractor are provided timely, correctly and effectively. County monitoring shall include fiscal, administrative and service delivery.

7.13 **Performance Measures**

Contractor's performance shall be measured to ensure the objective of the contract is achieved in combination with the desired results. Performance standards are shown in Technical Exhibit, *Performance Requirements Summary Chart.*

###

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT

PERFORMANCE REQUIREMENTS SUMMARY

T1.1 INTRODUCTION

This technical exhibit lists the required services which will be monitored by the County during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, and the County's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of this Agreement and Attachments, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of this Agreement and Attachments. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachments this Performance Requirements Summary, the meaning apparent in the main body and Attachments will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Attachments, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to General Relief applicant/participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

T1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Defines the Standard of performance for each required service (Column 1 of chart).

2. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses liquidated damages (Column 2 of chart).

3. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement. (Column 3 of chart). These may serve as baseline for assessing liquidated damages.

T1.3 QUALITY ASSURANCE

Monthly, the Contractor's performance will be compared to this Agreement's Standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin.].

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.

3. Review of reports and files.

4. Applicant/participant Satisfaction Questionnaires.

5. On-site evaluations.

T1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Technical Exhibit 8.4.

3. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement. (Column 3 of chart). These may serve as baseline for assessing liquidated damages.

T1.5 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of penalties/fees, Contractor must, 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.

T1.6 UNSATISFACTORY PERFORMANCE REMEDIES

When the Contractor performance does not conform to the requirements of this Agreement, the County will have the option to apply the following nonperformance remedies:

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.

2. Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the Performance Requirements Summary Chart.

3. Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

4. 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) work days 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.

This section does not preclude the County's right to terminate any resultant Contract upon thirty (30) days written notice with or without cause, as provided for in Section 56.0, Termination for Convenience of the County.

STATEMENT OF WORK

TECHNICAL EXHIBIT

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	REQUIRED SERVICE OR STANDARD	ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY/FEE	MONITORING METHOD
1.0	Contractor shall make available at least 22 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.	0.0	$100 per each occurrence of a requirement not met	Available occupancy provided to County daily; monthly shelter occupancy reports.
1.3.2	All personnel shall be qualified in accordance with all federal, State, County and local laws, ordinances, regulations, and requirements applicable hereto.	3.0	$50 per each occurrence of requirement not met	Review of personnel folders for all staff assigned to contract.
1.6	Contractor's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservations may be referred by DPSS Monday through Friday from **7:30 a.m.** to **7:00 p.m.**	0.0	$100 per each occurrence of a requirement not met	Telephone contacts and on site visits.
5.2	Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which County Department of Health Services (DHS) has found any conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions.	0.0	$100 per each occurrence of a requirement not met	Reports/complaints received from DHS and/or applicants. On site visits.
5.2.4	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.	0.0	$100 per each occurrence of requirement not met	Monthly DHS inspection reports.

5.2.5	Contractor shall have publicly posted, at all times, an English and Spanish copy of all required posters.	5.0	$25 per each occurrence of requirement not met	On site visits.
5.3	Contractor must adhere to all Building and Safety Codes and Fire Codes.	0.0	$100 per each occurrence of a requirement not met	Monthly DHS inspection reports.
5.4	Contractor shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.	0.0	$25 per each occurrence of a requirement not met	On site visits and/or applicant complaints.
5.6.1	Require participants to sign in pen their names and room numbers on the vouchers **daily** as the services are rendered. Contractor shall enter the date. Participant shall sign every twenty-four (24) hours **no later than 9:30 a.m. preceding each night's housing**.	0.0	$100 per each occurrence of a requirement not met	Monthly on site review of voucher process.
5.6.2	A reservation/cancellation log to record telephone reservations/cancellations from DPSS staff.	0.0	$50 per each occurrence of a requirement not met	Monthly on site review of voucher process.
5.6.3	An incident log that includes records of all acts of violence/reports on any damage done by participants.	0.0	$50 per each occurrence of a requirement not met	Monthly on site review of voucher process.
5.6.4	Records on any rejected referral and reason for rejection.	0.0	$25 per each occurrence of a requirement not met	Monthly on site review of voucher process.
5.6.5	A log of all occupants who leave prior to their authorized stay.	0.0	$25 per each occurrence of a requirement not met	Monthly on site review of voucher process.
5.7	Contractor shall submit all requested reports by established due date.	1.0	$25 per each occurrence of a requirement not met	Date received by County recorded on all reports.

Technical Exhibit 8.1

OCCUPANCY REFERRAL REPORT FORM

8.1 Instructions

8.1.1 At the start of the report month, Contractor shall initiate the Occupancy Referral Report (Exhibit 8.1 attached) as follows:

1. Enter Contractor's name and report month/year.

2. Each day Contractor must enter the required information:

   a. **Beginning Occupancy**: The number of homeless GR participants residing in the facility who have a valid voucher (not due to expire) for that day.

   b. **Number Vacant**: The number of vacancies (this number should equal the number of exclusive use rooms (or shelter beds) *minus* the beginning occupancy).

   c. **Number of Referrals Requested**: The number requested from DPSS Vendor Voucher Unit per the methodology outlined in subsection 1.1.2 of the Statement of Work.

   d. **Number of Referrals Received**: The number of DPSS referrals made that day (this includes telephone reservations on new or renewed vouchers).

   e. **Number Showed**: The number of persons referred by DPSS who showed up at the facility to claim their room (or bed).

   f. **Number Early Check-Outs**: Those voucher recipients who checked out before their voucher expired and thereby created vacancies. This includes those persons who did not sign their voucher by the shelter's deadline.

   g. **Ending Occupancy**: **a** *plus* **e** *minus* **f** *equals* **g**.

3. At the end of the month, Contractor enters total for Column c, d, e and f of the Occupancy Referral Report.

4. County will request Contractor to provide daily occupancy figures by telephone whenever County deems appropriate. Figures for previous day must be available by 9:00 a.m. each day.

8.1.2 For **form distribution instructions** refer to subsection 8.3.2 hereunder.

Exhibit 8.1 Attachment

OCCUPANCY REFERRAL REPORT

HOMELESS SHELTER SERVICES CONTRACT

CONTRACTOR _____ REPORT MONTH _____

DAY	a BEGINNING OCCUPANCY	b NUMBER VACANT	c NUMBER OF REFERRALS REQUESTED	d NUMBER OF REFERRALS RECEIVED	e NUMBER SHOWED	f NUMBER OF EARLY CHECK-OUTS	g ENDING OCCUPANCY (a + e - f = g)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
TOTAL							

Technical Exhibit 8.2

SHELTER OCCUPANCY REPORT FORM

8.2 Instructions

8.2.1 At the end of the report month, Contractor shall complete the Shelter Occupancy Report (Exhibit 8.2 attached) in **triplicate** as follows:

1. Enter Contractor's name.

2. Enter report month and year.

3. List all vouchers (APB 295s) received during the report month, in voucher number order and enter:
   - Voucher Number
   - Participant Name
   - DPSS Number
   - An "X" under each day participant was in residence.

4. Use second, third page as necessary. Number each page "Page __ of __."

5. Complete "Total Page" of the Shelter Occupancy Report and staple on top of Page 1.

8.2.2 For **form distribution instructions** refer to subsection 8.3.2 hereunder.

SHELTER OCCUPANCY REPORT

Total Page

CONTRACTOR _____ **SERVICE MONTH**_____

PAGE_____ **OF**_____

TOTAL BEDS CLAIMED (From Subtotal)																												

TECHNICAL EXHIBIT 8.3

PAYMENT REQUEST FORM

8.3 Instructions

8.3.1 At the end of the report month, Contractor shall complete the Payment Request Form (8.3) in **quadruplicate** as follows:

1. Enter Contractor's Name and Address to whom payment should be addressed.

2. Enter time period the payment is requested. This period should be no longer than one month.

3. Enter total number beds claimed. This number should match the number of beds claimed on the "Total Page" of the Monthly Shelter Occupancy Report.

4. Enter the charge per bed amount. This should be the payment rate agreed upon in the Contract.

5. Enter payment amount requested.

6. Authorized signature is that of the Contract Manager or designee as approved by DPSS Adult Services & Contract Management Division.

7. All payment requests should be submitted with the other monthly report forms as set forth in Section 8.3.2 hereunder.

8.3.2 Forms Distribution

Contractor shall submit the Payment Request Form (8.6) with the Occupancy Referral Report (8.1), Shelter Occupancy Report (8.2), and an original *Meals/Lodging Order and Invoice* (ABP 295) for each client for whom payment is requested **once** per month, no later than the 15th calendar day following the last day of the previous month, as follows:

1. Submit **Originals** to:

Department of Public Social Services
General Services Division
Special Payments Section - Vendor Payments Unit
P.O. Box 761369
Los Angeles, CA 90076-1369

TECHNICAL EXHIBIT 8.3

PAYMENT REQUEST FORM

8.3 Instructions (Cont.)

8.3.2 Forms Distribution (Cont.)

2. Submit **first** set of copies to:

   Department of Public Social Services
   General Relief and Food Stamp Division
   12820 Crossroads Parkway South
   City of Industry, CA 91746-3411

   Attention: Donna Keating, County Contract Administrator
   Homeless Contract Shelters

3. Submit **second** set of copies to:

   Department of Public Social Services
   Management Information & Evaluation Section
   3220 Rosemead Boulevard
   El Monte, CA 91731

   Attention: Audit Liaison & Special Audit Section
   Voucher Review Unit

4. Retain **third** set of copies in accordance with Part VII, Section 52.0, Records Retention and Inspection, of the Contract.

HOMELESS SHELTER SERVICES CONTRACT

PAYMENT REQUEST FORM

DATE: _____

CONTRACT NUMBER: _____

CONTRACTOR:

ADDRESS:

This is a payment request for beds occupied for the period

_____ through _____ as follows:
(MM/DD/YY) (MM/DD/YY)

A. **TOTAL NUMBER BEDS CLAIMED**
(Enter from Shelter Occupancy Report): $_____

B. **CHARGE PER BED:** **$**_____

C. **PAYMENT AMOUNT REQUESTED:** $_____
(A times B)

_____ _____
Authorized Signature *Date*

(Rev 5/03)

Technical Exhibit 8.4

CONTRACT DISCREPANCY REPORT

TO:	FROM:

DATES: Prepared: Rec'd by Contractor:
Returned by Contractor: Action Taken:
Action Completed:

DISCREPANCY OR PROBLEM:

Signature of County Contract Administrator _____ Date _____

CONTRACTOR RESPONSE (Cause, Corrective Action and Plan to Prevent Future Occurrences):

Signature of Contract Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

COUNTY ACTIONS:

Contractor Notified of Action By: _____
Signature of County Contract Administrator Date

Receipt Acknowledged By: _____
Contract Manager Date

ATTACHMENT B

CONTRACTOR BUDGET
AND
EMPLOYEE BENEFITS

CONTRACTOR'S BUDGET AND EMPLOYEE BENEFITS

DIRECT COST

(List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Case Manager	10%	$15.67	$2716
Security x 7.4	10%	$10.25	$1777
Security Supervisor	10%	$16.72	$2897
Kitchen Staff x 5.5	10%	$ 9.20	$1595
Kitchen Supervisor	10%	$17.34	$3007
Maintenance x 1.4	10%	$16.00	$2773
Housekeeping x 2	10%	$10.15	$1759

Others (Please continue to list)

TOTAL SALARIES AND WAGES $40872

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	16	$175
Dental Insurance	16	$ 13
Life Insurance	16	$ 2
Other (list)	_____	$_____

TOTAL BENEFITS $3648

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

FICA	$3127
SUI	$2452
W Comp	$3925
_____	$_____

TOTAL PAYROLL TAXES **$9504**

Insurance (List Type/Coverage. See RFP Section 6.35, Insurance Requirements)

____Insurance – Liabilities/Property	$1918
_____	$_____
_____	$_____

Supplies	$15882
Transportation/Tokens	$ 3325
Equipment/Furnishing	$ 1933
Telephone/Utilities	$14262
Repair and Maintenance	$ 7985
Other (Please continue to list)	$ 1097
Total	

TOTAL DIRECT COSTS $46402

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	$ 5780
Management Overhead Staff	$10598
Audit	$ 3455

TOTAL INDIRECT COSTS $19833

TOTAL DIRECT AND INDIRECT COST **$120259**

PROFIT (Please enter percentage:_____%) $____N/A_____

TOTAL MONTHLY COSTS $10022

EMPLOYEE BENEFITS

Medical Insurance/Health Plan

Employer Pays $174.58 Employee Pays $43.65 Total Premium $ 218.23

Annual Deductible:

Employee $ 1500

Family $ 3000

Coverage (✓):

__x__ Hospital Care (Inpatient __x__ Out Patient __x__)

__x__ X-Ray & Laboratory

__x__ Surgery

__x__ Office Visits

__x__ Pharmacy

__x__ Maternity

__x__ Mental Health/Chemical Dependency, Inpatient

__x__ Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays $ 13.38 Employee Pays $ 0 Total Premium $ 13.38

Life Insurance

Employer Pays $ 2.14 Employee Pays $ 0 Total Premium $ 2.14

Vacation

Number of Days 10, And

Any Increase After 3 Years of Employment, Number of Days or Hours

Sick leave

Number of Days 6 Per Year, And

Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days 11 Per Year

Retirement

Employer Pays $ 0 Employee Pays $ Voluntary Total $

ATTACHMENT C

GROUNDS

FOR

REJECTION

Attachment C

GROUNDS FOR REJECTION

Los Angeles County Administrative Code Section 2.180.010 "Certain Contracts Prohibited" sets forth, among other things, the following:

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

(a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

(b) Profit-making firms or businesses in which employees described in Subsection (a) above serve as officers, principals, partners or major shareholders;

(c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and

(d) Profit-making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners or major shareholders.

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

Vivian Ramirez, Chief Operating Officer
Name and Title of Signer

Vivian Ramirez
Signature

2/16/06
Date

ATTACHMENT D

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Attachment D

BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC, Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, the Welfare and Institutions Code, Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, 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, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all nondiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

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

Vivian Ramirez, chief Operating Officer
Name and Title of Signer

Vivian G Ramirez
Signature

2/16/06
Date

ATTACHMENT E

BIDDER=S/OFFEROR=S NONDISCRIMINATION IN SERVICES CERTIFICATION

Attachment E

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror'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 Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons served by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. (Yes) No

2. The bidder/offeror periodically monitors the equal provision of services and benefits to ensure nondiscrimination. (Yes) No

3. Where problem areas are identified in the equal provision of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. (Yes) No

Vivian Ramirez, Chief Operating Officer
Name and Title of Signer

Vivian G. Ramirez
Signature

2/16/06
Date

ATTACHMENT F

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, L.A. Family Housing Corporation, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

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

2/16/06 ***(Initial and date)***

CONFIDENTIALITY AGREEMENT

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

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

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

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

2/16/06 ***(Initial and Date)***

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

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

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

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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

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

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

Name: _____
(Contractor Employee's Signature)

Date: February 16, 2006

Name: Vivian Ramirez
(Please Print Contractor Employee's Name)

Working Title: Chief Operating Officer

Original: Contractor
Copy: Contractor Employee

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, L.A. Family Housing Corporation, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

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

JM 2-16-16 ***(Initial and date)***

CONFIDENTIALITY AGREEMENT

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

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

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

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

JM 2-16-06 ***(Initial and Date)***

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

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

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

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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

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Name: _____
(Contractor Employee's Signature)

Date: February 16, 2006

Name: Jerome Nilssen
(Please Print Contractor Employee's Name)

Working Title: Program Director

Original: Contractor
Copy: Contractor Employee

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer L.A. Family Housing Corporation and the County of Los Angeles.*

JS 2/16/06 ***(Initial and date)***

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_____ ***(Initial and Date)***

CONFLICT OF INTEREST POLICY

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$ Social Services to Adults, Children, and Families
$ Supervision of Children Placed in Foster Care
$ Cuban/Haitian Entrant Program (CHEP)
$ Refugee Resettlement Program (RRP)
$ Special Circumstances (SC)
$ Repatriate Program (Repat)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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

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Name: _____
(Contractor Employee's Signature)

Date: February 16, 2006

Name: Steve Spence
(Please Print Contractor Employee's Name)

Working Title: General Relief Specialist

Original: Contractor
Copy: Contractor Employee

ATTACHMENT G

SAFELY SURRENDERED BABY LAW

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT H

INTERNAL REVENUE NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

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 2005 are less than $37,263 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, 2006.

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 by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 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 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees. Advance EIC payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 20599I

Printed on recycled paper

ATTACHMENT I

CHARITABLE CONTRIBUTIONS CERTIFICATION

ATTACHMENT I

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.

CERTIFICATION	YES	NO
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 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 (please type or print)