



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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July 18, 2006

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

Dear Supervisors:

**RECOMMENDATION TO APPROVE A CONTRACT
FOR HOUSING LOCATORS SERVICES FOR
THE HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES
AND
THE HOUSING LOCATOR CONSULTANT SERVICES FOR
GENERAL RELIEF SINGLE ADULTS
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached contract with Weingart Center Association (WCA) for Housing Locators Services for Homeless CalWORKs Welfare-to-Work (WtW) Families in Service Planning Area (SPA) 4; and for Housing Locator Consultant Services for General Relief (GR) Single Adults countywide, commencing August 1, 2006 or the day after Board approval, whichever is later, through July 31, 2007, with County option to extend for two additional one-year periods. The contract maximum amount for the first year is estimated at \$728,027 of which \$528,027 is for Housing Locators Services for Homeless CalWORKs WtW Families, fully funded by CalWORKs Single Allocation and \$200,000, fully funded with County General Fund, is for Housing Locator Consultant Services for GR Single Adults.

"To Enrich Lives Through Effective And Caring Service"

2. Approve and instruct the Mayor to sign the attached contract with Del Richardson & Associates (DRA) for Housing Locators Services for Homeless CalWORKs WtW Families for SPAs 1 through 3, and 5 through 8, commencing August 1, 2006 or the day after Board approval, whichever is later, through July 31, 2007, with County option to extend for two additional one-year periods. The first year contract maximum amount for this contract is estimated at \$4,365,250.
3. Delegate authority to the Director of the Department of Public Social Services (DPSS), to exercise the County's option to extend both contracts for two additional one-year periods in accordance with the terms of the contracts, in the projected amount of \$4,893,277 per fiscal year for Housing Locators Services for Homeless CalWORKs WtW Families and a projected amount of \$200,000 per fiscal year for Housing Locator Consultant Services for GR Single Adults.
4. Delegate authority to the Director, DPSS, to prepare and sign amendments to the contract for an increase of no more than ten percent, cumulative for the term of the contract, of the original contract amount and is necessitated by additional and necessary services that are required in order for the contractor to comply with changes in federal, State, or County requirements. The approval of the Chief Administrative Office (CAO) and County Counsel will be obtained prior to executing such amendments, and the DPSS Director will notify the Board and the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On any given night, the overall homeless population in Los Angeles County is near 90,000 persons; of these an estimated 19,882 persons are in families. One of three overarching factors contributing to the homeless crisis is a lack of permanent, affordable housing in Los Angeles County. One of the "key" strategies developed by the CAO and participating departments was to hire housing locators to assist clients in overcoming barriers to obtaining and maintaining permanent housing.

On December 20, 2005, the Board motioned to endorse the discharge policy recommendations as prepared by the CAO in collaboration with various departments, which strategically address the chronically homeless population; contracting with expert housing locators to work with County Departments; and assisting in securing appropriate housing for the homeless or at-risk of homelessness.

On April 4, 2006, the Board approved the GR Housing Subsidy and Case Management Pilot to serve approximately 900 homeless GR participants by providing housing locator services to identify and assist with maintaining housing. As a result, DPSS would

contract out housing locator consultant services to assist County staff in operating the GR Housing Subsidy and Case Management Pilot with the placement of homeless GR Single Adults in affordable rental housing in Los Angeles County.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The estimated maximum annual cost for both contracts is \$4,893,277. Funding for Housing Locators Services for Homeless CalWORKs WtW Families has been included in the Department's FY 2006-07 budget. There is no additional NCC after the required CalWORKs Single Allocation MOE is met. Funding for future years will be included in the Department's budget requests.

The estimated annual amount for Housing Locator Consultant Services for GR Single Adults is \$200,000, fully funded with County General Fund.

The contract with WCA is estimated at \$528,027 annually for Housing Locators Services for the Homeless CalWORKs WtW Families and \$200,000 for Housing Locator Consultant Services for GR Single Adults.

The contract with DRA is estimated at \$4,365,250 annually for Housing Locators Services for the Homeless CalWORKs WtW Families.

Both contractors will be paid a fixed fee for each successful placement into permanent affordable housing and a Retention Fee which is 50 percent of the Placement Fee for maintaining the family in the same rental housing unit for six consecutive months. The number of participants estimated to be placed into permanent housing in the first year is 1,488.

Additionally, both contractors will be paid a one-time Landlord Assistance Fee of \$750 for each family that remains in the same rental housing unit for six (6) consecutive months.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of both contracts will commence on August 1, 2006, or the day after Board approval, whichever is later, and will continue through July 31, 2007.

Both contractors are required to provide housing locators services for homeless CalWORKs WtW families such as, locating affordable permanent rental housing in residential neighborhoods, negotiate rental agreements with landlords, transporting homeless families to rental locations, and moving homeless families into affordable rental housing within sixty calendar days from the referral date.

The service contract to provide housing locator consultant services for GR single adults requires WCA to develop, maintain, and provide a monthly database of bona fide available rental housing units willing to rent to homeless GR single adults countywide. In addition, the contractor will assist County staff in the GR Housing Subsidy and Case Management Pilot with the placement of homeless GR single adults in affordable rental housing in Los Angeles County.

These contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contracts include performance outcome measures that will measure the contractors' performance.

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

Since the recommended contracts require housing locator resources to serve the homeless CalWORKs WtW families and housing consultant services to serve the homeless GR single adults which are not routinely performed by County staff, these contracts are non-Prop A contracts.

CONTRACTING PROCESS

The services for Housing Locators Services for Homeless CalWORKs WtW Families and Housing Locator Consultant Services for GR Single Adults were solicited through a competitive process consistent with State regulations.

In February 2006, an Interest Letter was advertised in fourteen publications. On March 6, 2006, DPSS issued a Request for Proposal (RFP) for Housing Locators Services for Homeless CalWORKs Families and Housing Locator Consultant Services for GR Single Adults. The RFP was advertised in fourteen newspaper publications, posted on DPSS' and L.A. County's Website, and mailed to 98 interested vendors.

Honorable Board of Supervisors
July 18, 2006
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On April 10, 2006, DPSS received two timely proposals: 1) Weingart Center Association (WCA) submitted a proposal for Housing Locators Services for Homeless CalWORKs WtW Families for SPA 4 and for Housing Locator Consultant Services for GR Single Adults countywide; and 2) Del Richardson & Associates (DRA) submitted a proposal for Housing Locators Services for Homeless CalWORKs WtW Families for all eight SPAs and for Housing Locator Consultant Services for GR Single Adults countywide.

Based on the fact that only two proposals were submitted, DPSS, pursuant to State regulations, could have either cancelled the RFP or proceeded by way of negotiation under the regulatory theory that competition is determined to be inadequate. Based on the latter determination, DPSS proceeded to negotiate with these proposers/entities in an effort to procure these needed services.

Generally the contract term for such contracts procured by negotiation is one year. DPSS, however, received approval from the State to extend the contract term for two additional one-year periods subject to the availability of funds, the program's success and each contractor's performance.

IMPACT ON CURRENT SERVICES

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

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four original signed copies for each of the contracts to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo
Director

BY:vn

Attachments

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WEINGART CENTER ASSOCIATION

**FOR
HOUSING LOCATORS SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES
AND
HOUSING LOCATOR CONSULTANT SERVICES FOR
GENERAL RELIEF SINGLE ADULTS**

Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

July 2006

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**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WEINGART CENTER ASSOCIATION
FOR HOUSING LOCATORS SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES
AND
HOUSING LOCATOR CONSULTANT SERVICES FOR
GENERAL RELIEF SINGLE ADULTS**

This Contract and Exhibits are made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles hereinafter referred to as County and Weingart Center Association, hereinafter referred to as "Contractor". Weingart Center Association is located at 566 South San Pedro Street, CA 90013.

RECITALS

WHEREAS, the County may contract with private businesses for Housing Locators Services for Homeless CalWORKs Welfare-to-Work (WtW) Families and Housing Locator Consultant Services for General Relief (GR) Single Adults when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Housing Locators Services; and

WHEREAS, Contractor is qualified to provide the required Housing Locators Services to Homeless CalWORKs WtW Families and Housing Locator Consultant Services for GR Single Adults by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Housing Locators Services to Homeless CalWORKs WtW Families and Housing Locator Consultant Services for GR Single Adults; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

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

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P are attached to and form a part of this Contract.

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

- 1.1 ATTACHMENT A – Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B – Contractor Budget and Employee Benefits
- 1.3 ATTACHMENT C – Certification of Independent Price Determination
- 1.4 ATTACHMENT D – Invitation For Bid/Request for Proposal/Grounds For Rejection
- 1.5 ATTACHMENT E – Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F – Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- 1.7 ATTACHMENT G – Bidder's/Offeror's Nondiscrimination in Services Certification
- 1.8 ATTACHMENT H – Familiarity of the County Lobbyist Ordinance Certification
- 1.9 ATTACHMENT I – Attestation of Willingness to Consider GAIN/Grow Participant
- 1.10 ATTACHMENT J – Contractor Employee Jury Service
- 1.11 ATTACHMENT K – Charitable Contributions Certification
- 1.12 ATTACHMENT L – Certificate of No Conflict of Interest
- 1.13 ATTACHMENT M – Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement
- 1.14 ATTACHMENT N – DPSS Homeless Consent and Release Agreement
- 1.15 ATTACHMENT O – Earned Income Credit-Notice 1015
- 1.16 ATTACHMENT P – Safely Surrendered Baby

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8, Terms and Conditions, Sub-paragraph 8.42, Notices, and signed by both parties.

2.0 DEFINITIONS

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

BUDGET: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

CONTRACT: Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACT MANAGEMENT DIVISION: The Department of Public Social Services' Division responsible for the Contract.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

3.0 WORK

Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment A*.

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 USE OF THIS CONTRACT BY OTHER COUNTY DEPARTMENTS AND AGENCIES

The Contract proposes to secure services not only for DPSS' homeless CalWORKs WtW families and GR Single Adults but may also secure similar services for a similar purpose for other County departments and agencies, including but not limited to the; Department of Children and Family Services (DCFS), Community Development Commission (CDC), and Department of Mental Health (DMH). Should the departments and agencies wish to secure the services described herein, they may enter into a Contract directly with the Contractor(s). The Contractor has the option to provide or not to provide similar services to other departments' and agencies' homeless population.

The payment rate to provide services to the homeless CalWORKs WtW families as stated in Section 6.0, Contract Payment, will apply to other departments and agencies who wish to secure services from this Contractor. The Contractor and other departments and agencies shall not mutually agree to a higher rate.

5.0 TERM OF CONTRACT

The Contract term shall be for a period of one year (12 months) effective August 1, 2006, or one day following Board approval, whichever is later, and continuing through July 31, 2007, with County option to renew for two (2) additional one-year periods.

The Contract is subject to the County's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding the Homeless CalWORKs WtW Families Program, and Housing Locator Consultant Services for GR Single Adults Program, and

changes that eliminate or substantially reduce the County's legal requirements for the Homeless CalWORKs WtW Families Program, and Housing Locator Consultant Services for GR Single Adults Program.

6.0 CONTRACT PAYMENT

6.1 Basic Compensation

Housing Locators Services for Homeless CalWORKs WtW Families

The Contractor will be compensated a Fee Per Successful Placement in the amount of one thousand four hundred twenty one U.S. Dollars (\$1,421) for placing homeless CalWORKs WtW families in affordable permanent housing. Placement commences as soon as participant moves in. Payment to the Contractor will be made in arrears on a monthly basis.

In addition to the Fee Per Successful Placement, Contractor shall be paid a one-time Retention Fee per family who remain in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this contract, the Retention Fee will; therefore be seven hundred eleven U.S. Dollars (\$711) per family who remain in the same rental housing unit for six (6) consecutive months.

In addition to the Retention Fee, the **Contractor shall be paid a** one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

Contractor providing the homeless CalWORKs WtW Housing Locator Services shall be responsible for the **billing** of the one-time Retention Fee; and the billing and **disbursing** of the one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) to the Landlords of the properties once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) calendar days from receipt of the fee from the County.

Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in affordable permanent housing within six (6) months from the termination of the contract and has remained in the same rental housing unit for six (6) consecutive months which may be after the termination of the contract.

Housing Locator Consultant Services for GR Single Adults

The GR Housing Locator Consultant Services' compensation for two (2) consultants will be a flat monthly fee based on 1/12 of the two hundred thousand U.S. Dollars (\$200,000) for one (1) contract year.

6.2 Maximum Contract Amount

Housing Locators Services for Homeless CalWORKs WtW Families

- 6.2.1 The maximum amount payable for the Housing Locators Services for Homeless CalWORKs WtW Families shall not exceed five hundred twenty eight thousand twenty seven U.S. Dollars (\$528,027) for one (1) contract year. Any amount over the maximum amount shall not be paid by the County.
- 6.2.2 Contract expenditures that exceed the maximum amount shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.

Housing Locator Consultant Services for GR Single Adults

- 6.2.3 The maximum amount payable for the Housing Locator Consulting Services for GR single adults shall not exceed two hundred thousand U.S. Dollars (\$200,000) for one (1) contract year, for two (2) consultants. Any amount over the maximum amount shall not be paid by the County.
- 6.2.4 Contract expenditures that exceed the maximum amount shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.

6.3 Retention Fee and Landlord Assistance Fee

Housing Locators Services for Homeless CalWORKs WtW Families

- 6.3.1 Contractor shall be paid a one-time Retention Fee per family who remain in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this contract, the Retention Fee will therefore be seven hundred eleven U.S. Dollars (\$711) per family who remain in the same rental housing unit for six (6) consecutive months.

6.3.2 Additionally, the contractor shall be paid a one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

The Contractor will then be responsible for paying the Landlord a one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) calendar days from receipt of the fee from the County.

The one-time Retention Fee and the one-time Landlord Assistance Fee are to compensate the Contractor and the Landlord for assisting families who remain in the same permanent rental housing unit for six (6) consecutive months.

6.4 Payment Processing

6.4.1 Payments for the homeless CalWORKs WtW families placed in permanent housing and GR Consultant Services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

6.4.2 Contractor shall be paid a fixed fee per successful placement under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:

6.4.2.1 Homeless CalWORKs WtW families one thousand four hundred twenty one U.S. Dollars (\$1,421) per successful placement

6.4.3 Contractor shall be paid a flat monthly fee based on the following schedule under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following schedule:

6.4.3.1 GR Housing Locator Consultant Services sixteen thousand six hundred sixty six U.S. Dollars (\$16,666) per month. The GR Housing Locator Consultant Services' compensation for two (2) consultants will be a flat

monthly fee based on 1/12 of the two hundred thousand U.S. Dollars (\$200,000) for one (1) contract year.

- 6.4.3 CONTACTOR shall prepare and submit two (2) separate invoices; one for Homeless CalWORKs WtW Families (Technical Exhibit 5, Sample Monthly Invoice) and another for GR Housing Locator Consultant Services for Single Adults (Technical Exhibit 5A, Sample Monthly Invoice) each in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. The monthly invoices shall include in the monthly invoice the following billable costs:

Housing Locators Services for Homeless CalWORKs WtW Families

- 1) The total Fee Per Successful Placements which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families successfully placed in affordable permanent housing in the month by the Successful Placement Fee, which is one thousand four hundred twenty one U.S. Dollars (\$1,421).
- 2) The one-time Retention Fee which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Retention Fee which is 50 percent of the Fee Per Successful Placement per family, which under this contract is seven hundred eleven U.S. Dollars (\$711) per family who remain in the same rental housing unit for six (6) consecutive months.
- 3) The one-time Landlords Assistance Fee which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Landlords Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

The monthly invoice shall reflect the one-time Retention Fee earned for the month and the one-time Landlord Assistance Fee disbursed for the month.

Contractor shall be responsible for the **billing** of the one-time Retention Fee; billing and **disbursing** of the one-time Landlord Assistance Fee to the landlord of the properties once the homeless CalWORKs WtW families resides in the same rental housing unit for six (6) consecutive months; and **verifying** the payment of the Landlord Assistance Fee at the end of the six (6) month period.

Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in affordable in the same permanent housing within six (6) months from the termination of the contract **and** has remained in the same rental housing unit for six (6) consecutive months which may be after the termination of the contract.

In addition to the above, the invoices shall include back-up documentation to validate the invoice amounts:

- Signed Rental Agreements;
- Proof that participants remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee; and
- Any other back-up documentation.

Housing Locator Consultant Services for GR Single Adults

The documentation for Housing Locator Consultant Services shall include, but not be limited to, the following:

- Monthly Activity Log, with day-to-day activities

The County shall not be liable for billings submitted one (1) year after the placement services were rendered.

6.4.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.

6.4.5 Contractor shall invoice and the County shall authorize payment for Housing Locator Consultant Services for Homeless CalWORKs WtW Families and Housing Locator Consultant Services for GR Single Adults completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Housing

Locators Services for Homeless CalWORKs WtW Families” or “Housing Locator Consultant Services for GR Single Adults” on the invoice.

6.4.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.

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

6.5 Prior Six-Month Expiration Notice

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

6.6 75 % Expenditure Notification

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

6.7 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.

6.8 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.

6.9 Withholding of Payment

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from 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.

7.0 ADMINISTRATION OF CONTRACT – COUNTY AND CONTRACTOR

7.1 County Administration

The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.1.1 County Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator (CCA) include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.7, Changes and Amendments of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

7.2 Contractor Administration

7.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2.2 Approval of Contractor's Staff

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

7.2.3 Contractor's Staff identification

- Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the COUNTY Contract.
- If County requests the removal of Contractor 's staff, Contractor is responsible to retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal from working on the Contract.

7.2.4 Background and Security Investigations

7.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use

its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.

7.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.2.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 TERMS AND CONDITIONS

The following are County's Standard Terms and Conditions that will become part of the final Contract.

8.1 ASSIGNMENT BY CONTRACTOR

8.1.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this 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 the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.

8.1.2 Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 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 the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the 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. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

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

8.6 CHANGES OF ADDRESS

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

8.7 CHANGES AND AMENDMENTS OF TERMS

The County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.7.1 For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the Contract Manager (CM).

8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the Contractor except as provided in Section 8.7.4 herein below.

8.7.3 DPSS Director has the authority to exercise the option to renew this Contract prior to the expiration of the contract for two (2) additional one (1) year extensions without further action by the County Board of Supervisors. DPSS Director will provide the Board of Supervisors with reasonable notice prior to renewing this Contract.

8.7.4 DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

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

8.7.4.2 The Amendment is for a decrease in the Contract costs.

8.7.4.3 The County Board of Supervisors has appropriated sufficient funds in the DPSS' budget.

8.7.4.4 The Amendment is for an increase of no more than ten percent, cumulative for the term of the Contract, of the original Contract amounts, and is necessitated by additional and necessary services that are required for the Contractor to comply with changes in Federal, State, or County requirements.

8.7.4.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

8.7.4.6 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.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

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. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), 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. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

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

8.9 COMPLIANCE WITH CIVIL RIGHTS LAWS

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*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. Contractor shall sign and adhere to Attachment F, Contractor's EEO Certification and Attachment G, Contractor's Nondiscrimination in Services Certification with their contract.

In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment M and as directed by DPSS. Contractor shall sign and return the Resolution Agreement with their contract.

8.10 COLLECTIVE BARGAINING AGREEMENT

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.

8.11 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.11.1 The County Contract Administrator (CCA) will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.11.2 If the CCA requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.11.3 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.

Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of 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 (3) business days of mailing to the complainant.

8.12 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to the County. Contractor shall continue to process work timely and accurately so that the operation is current at the expiration of Contract.

If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold fifty (50) percent to one hundred (100) percent of the last two (2) months' payments as liquidated damages.

8.13 COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby

to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
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}

Contractor shall maintain all licenses required to perform the Contract.

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 limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

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

Contractor shall comply with all wages 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 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.

8.15 CONFIDENTIALITY

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

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case 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 Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

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

Documents for record and retention purposes in accordance with sub-paragraph 8.46, Records, of this Contract are to be maintained for a period of five (5) years.

8.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.16.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.16.2 Written Employee Jury Service Policy

8.16.2.1 Unless Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an

exception to the Jury Service Program (Section 2.203.070 of the County Code), 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.

- 8.16.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with the County. Contractor has received or will receive an aggregate sum of Fifty Thousand (\$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 the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (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 this Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

- 8.16.2.3 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 the 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 Jury Service 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 the Contractor demonstrates

to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.16.2.4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor

from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.17 CONFLICT OF INTEREST

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

8.17.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.18 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, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.19 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

8.19.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (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.

8.19.2 As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractors who are unable to meet this requirement shall not be considered for this award.

8.19.3 Contractor shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, Attachment I, with their contract.

8.20 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the 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.

8.21 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, Attachment K, 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. (Los Angeles County Code Chapter 2.202).

8.22 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.22.2 As required by the County’s Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractors 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 CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.23 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFETY SURRENDERED BABY

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County will supply the Contractor with the poster to be used.

8.24 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 8.24.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 8.24.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- 8.24.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern 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.
- 8.24.4 If there is evidence that the Contractor may be subject to debarment, the County 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.
- 8.24.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.24.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.24.7 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 is in the best interests of the County.
- 8.24.8 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 (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.24.9 These terms shall also apply to subcontractor/subconsultants of Contractor.

8.25 COUNTY LOBBYISTS

Each person, by submitting a response to this Request for Proposals, certifies that such Proposer and each County lobbyist and County lobbying firm, as defined by *Los Angeles County Code, Section 2.160.010*, retained by the proposer, is in full compliance with *Chapter 2.160* of the *Los Angeles County Code*.

8.26 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.27 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement 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, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.28 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's DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.29 DISCLOSURE OF INFORMATION

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 itself, the County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

- 8.29.1 Contractor shall develop all publicity material in a professional manner.
- 8.29.2 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, which identifies any individual by name or picture as an applicant for, or participant of services provided by DPSS.
- 8.29.3 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 8.29 shall apply.

8.30 EMPLOYMENT ELIGIBILITY VERIFICATION

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. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

8.31 EMPLOYEE SAFETY

Contractor will assure that the Contractor's employees:

- 8.31.1 Are covered by an effective Injury and Illness Prevention Program.
- 8.31.2 Receive all required general and specific training on employee safety.

8.32 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 that 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.

8.33 GOVERNING LAW AND VENUE

This Contract shall be governed by and 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 Division.

8.34 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 performance.

8.35 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.

8.36 INDEPENDENT CONTRACTOR STATUS

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 Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from

or connected with services performed on behalf of the Contractor pursuant to this Contract.

8.37 GENERAL 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 the County, and such coverage shall be provided and maintained at the Contractor's own expense.

8.37.1 Evidence of Insurance

Certificates or other evidence of insurance coverage satisfactory to the County shall be delivered to:

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Division – Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

prior to commencing services under this Contract. Such insurance certificates or other evidence shall:

- 8.37.1.1 Specifically identify this Contract.
- 8.37.1.2 Clearly evidence all coverage required in this Contract.
- 8.37.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.37.1.4 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.
- 8.37.1.5 Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the 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.

8.37.2 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 the County.

8.37.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract.

County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage and without further notice to the Contractor, County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.37.4 Notification of Incidents, Claims or Suits

Contractor shall report to the County:

8.37.4.1 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

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

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

8.37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of the County property, monies or

securities entrusted to the Contractor under the terms of this Contract.

8.37.5 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 the County, Contractor shall pay full compensation for all costs incurred by the County.

8.37.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

8.37.6.1 Contractor providing evidence of insurance covering the activities of subcontractors, or

8.37.6.2 Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.38 INSURANCE COVERAGE REQUIREMENTS

8.38.1 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

8.38.2 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”.

8.38.3 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 claim and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.38.4 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 the 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 the 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

8.38.5 Crime Coverage

A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, or other property as applicable to this contract, for employee dishonesty, theft, disappearance and destruction, burglary or robbery, and naming the County as loss payee.

8.38.6 Property Damage

In the event the Contractor rents, leases or is loaned any County-owned real or personal property, the Contractor shall insure such property in the manners and amounts as follows:

a. Real Property

For the full insurable replacement value against the hazards of fire, floods and earthquakes, extended coverage, vandalism and malicious mischief and other property-related losses.

b. Personal Property

For the replacement cost against the hazards of fire, extended

coverage, vandalism and malicious mischief.

8.39 LIQUIDATED DAMAGES

- 8.39.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.39.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
- 8.39.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 8.39.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- 8.39.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.39.3 The action noted in Sub-section 8.39.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the

County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 8.39.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.39.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.40 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 8.40.1 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.
- 8.40.2 If Contractor has obtained the 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:
- 8.40.2.1 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;
 - 8.40.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
 - 8.40.2.3 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 the 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.

8.41 NONDISCRIMINATION IN EMPLOYMENT

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*). 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. 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.

- 8.41.1 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.
- 8.41.2 Contractor shall deal with its subcontractors, bidders, or proposers without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 8.41.3 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.41 when so requested by the County.
- 8.41.4 Contractor shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 8.41.5 If 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 County reserves the right to determine independently that the Equal Employment Opportunity (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.

8.41.6 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.

8.41.7 Contractor shall sign the form a Bidder's/Offeror's EEO Certification, Attachment F in this contract.

8.42 NOTICES

8.42.1 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 (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) 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.

8.42.2 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five (5) business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

8.42.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, 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 United States Post Office or substation thereof, or any public mail box.

8.42.4 Notices to the Contractor

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

8.42.5 Notices to the County

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

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

8.42.6 Changes of Address

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

8.42.7 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.

8.43 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 O, in this contract.

8.44 OWNERSHIP OF DATA/EQUIPMENT

8.44.1 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 the Contractor pursuant to this Contract.

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

8.45 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the 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 8.45, shall survive the expiration or other termination of this Contract.

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

- 8.45.2** County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

8.46 RECORDS

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 8.47, Records Retention and Inspection/Audit Settlement, herein below.

8.47 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. 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. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. 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 Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.47.1 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).
- 8.47.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.47 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.47.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County 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: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.47.4 Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

8.47.5 Other required documents to be retained include, but not limited to:

8.47.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.47.5.2. Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."

8.47.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor's profession.

8.47.5.4. Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

8.47.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

8.47.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) 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, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

- 8.47.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 8.47 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.48 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.

8.49 REMOVAL OF PERSONNEL

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any Contractor employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

8.50 RULES AND REGULATIONS

During the time that the Contractor's employees or agents are at the County facilities or off-site work locations, such persons shall be subject to the rules and regulations of the County facilities. It is the responsibility of the Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations.

8.51 SUBCONTRACTING

- 8.51.1 No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). 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.

8.51.2 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 affecting any increase in the amount provided for in the Contract. The Contractor's request for approval to enter into a subcontract shall include:

8.51.2.1 A description of the service to be provided by the proposed subcontractor;

8.51.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;

8.51.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;

8.51.2.4 A resume of the potential subcontractor's background and experience.

8.51.3 In the event that the County should consent to subcontracting, 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."*

8.51.4 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.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.22, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90)

days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 8.54, Termination For Default of the Contractor.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the 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 the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

8.53 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.53.1 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 thirty (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.

8.53.2 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.

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

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

9.53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.53.4 After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

- 8.53.5 Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 8.53.6 Upon termination of this Contract, Contractor shall comply with the provisions of Section 8.47, Records Retention and Inspection, herein above.
- 8.53.7 Subject to the provisions of Subsection 8.53.4, 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 to this Section 8.53. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. 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.

8.54 TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 8.54.1 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:
- 8.54.1.1. If the Contractor fails to perform the service within the time specified or, with prior the County approval, any extension thereof.
- 8.54.1.2. 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 (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 8.54.2 In the event the County terminates this Contract in whole or in part as provided in this Section 8.54, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

8.54.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 8.54, it is determined for any reason that the Contractor was not in default under the provisions of this Section 8.54 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 8.53, Termination For Convenience of the County, herein above.

8.54.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 8.53 herein above.

8.55 TERMINATION FOR IMPROPER CONSIDERATION

8.55.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.55.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

8.56 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.

County shall make a good faith effort to notify the Contractor, in writing, of such

non-appropriation at the earliest time.

8.57 TIMELY COMPLETION

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

8.58 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.

8.59 VERBAL DISCUSSIONS

The CM, 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.

8.60 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.

8.61 WARRANTY

Contractor warrants that all services performed hereunder will comply with Attachment A, 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.

Contractor shall, within twenty-four (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.

8.62 WARRANTY AGAINST CONTINGENT FEES

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

or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized Officer(s), on this ____ day of _____, 2006.

CONTRACTOR

By *John F King*
Name JOHN F KING
Title President & CEO

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
CHIEF DEPUTY COUNTY COUNSEL

By *Doreen Beaudet for Vicki Kozikoujekian*
Vicki Kozikoujekian, Senior Deputy County Counsel

**ATTACHMENT A: STATEMENT OF WORK AND TECHNICAL
EXHIBITS**

**STATEMENT OF WORK
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PREAMBLE

For over 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 Mission to enrich lives through effective and caring service and 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 services 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 Countywide 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop 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 strength-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; and
- 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; and
- 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 value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- 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
PART A
HOUSING LOCATOR SERVICES FOR
HOMELESS CalWORKs WtW FAMILIES**

1.0 OVERVIEW

The Department of Public Social Services (DPSS) requires Contractor with professional staff that can provide all management/administrative services to place homeless CalWORKs Welfare-to-Work (WtW) families with various special needs in affordable permanent rental housing in residential neighborhoods. Los Angeles County has seen escalating family homelessness due to various reasons: lack of affordable housing; poverty; loss of employment; low-paying jobs and labor market changes; changes in public assistance; mental and/or physical disabilities; substance abuse; domestic violence; changes in family structure; release from prison or other life situation.

Housing Locator Services under this Contract will operate under the guidance and direction of DPSS. CalWORKs WtW is a State program that is subject to State and County rules and regulations, and federal guidelines and standards.

Contractors shall provide innovative solutions to address the homeless CalWORKs WtW families' barriers and facilitate their placement in permanent affordable housing in residential neighborhoods. In working with homeless CalWORKs WtW participants, Contractor shall provide the services outlined in this Statement of Work (SOW) which details the services the Contractor is expected to provide during the term of the contract.

1.1 CASELOAD CHARACTERISTICS

County shall refer homeless CalWORKs WtW families' cases to Contractor based on the:

- Participants' eligibility;
- District Office where the homeless CalWORKs WtW family has reported to and claimed to be homeless; and
- Corresponding Service Planning Area (SPA) that DPSS District Office is located.

This caseload is composed of homeless CalWORKs WtW families of various cultures who speak different languages, are employed/unemployed, and may have varying work history/skills, and/or have other specialized needs (e.g., domestic violence, substance abuse

and mental health barriers). The currently required eight threshold language groups represented in this caseload include English; Spanish; Armenian; Chinese; Vietnamese; Cambodian; Russian; and Korean.

A description of the benefits available to CalWORKs WtW families, including the grant amount by family size, income disregard, and all CalWORKs homeless benefits, including amount and eligibility criteria can be found in Appendix C, Technical Exhibit 11 and Technical Exhibit 12. This information is critical to a potential housing locator's ability to assess their ability to help CalWORKs WtW families secure and retain permanent housing.

The projected flow of homeless CalWORKs WtW family referrals to the contractors can be found in Technical Exhibit 13. This Housing Locators Service Flowchart for referral of Homeless CalWORKs WtW families provides information on the referral and service process for homeless CalWORKs WtW families referred for Housing Locators Services.

In assisting this population of homeless participants to reach successful permanent placement in affordable permanent rental housing, Contractor is to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of stable, affordable housing
- Bad credit, no credit
- Eviction histories
- Low income
- Domestic violence, mental health, and/or substance abuse
- History of Incarceration
- Criminal background/history

1.2 CASELOAD PROJECTIONS

In the Housing Locators Services for Homeless CalWORKs WtW Families, Contractor is to use the caseload projections provided in Technical Exhibit 4, "Caseload Projections for Homeless CalWORKs WtW Families in Los Angeles County per SPA." The County projects to refer **10 percent** of this caseload per month per SPA to the Contractor for services under this contract(s). The County shall provide caseload projections for each subsequent contract extension period.

Contractor will immediately inform the County if they determine that the referred family is unacceptable and will not be served by Contractor and can not continue the program. Contractor will also provide detailed information as to the reason Contractor has determined the family is unacceptable. DPSS CalWORKs Program Division staff will review and make the final approval of such determination. If DPSS CalWORKs Program Division staff concurs with the Contractor's reason(s) for not accepting the family, DPSS CalWORKs Program Division staff shall refer a replacement family to maintain the 10 percent per month referral caseload. If DPSS CalWORKs Program Division staff determines that the Contractor's decision of not accepting a family is not reasonable, Contractor shall accept and work with the subject family in the program.

Any disputes on the decision of accepting a family to the program shall be submitted to the Director of DPSS or his/her designee for resolution. The decision of the Director or his/her designee is final.

1.3 SCOPE OF WORK

Contractor shall meet the expectations as detailed in general in this Attachment A, Statement of Work. Contractor shall meet the specific needs of SPA 4 and the expectations as detailed in this Attachment A, Statement of Work.

Contractor shall provide an environment that is businesslike, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming and assisting the homeless CalWORKs WtW families in finding permanent rental housing activities.

Contractor shall be able to work with all homeless CalWORKs WtW families individually. Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of these homeless services must be available and offered to homeless CalWORKs WtW families in their primary language, as approved by the County. When written materials are not available in the homeless families' primary language Contractor must either provide appropriate interpretive services or translate the materials in the homeless families' primary language, as approved by DPSS.

Contractor must be flexible in furnishing the necessary services to the homeless CalWORKs WtW families as the homeless program and families' needs change.

Contractor shall provide the above mentioned services and the following responsibilities:

- 1.3.1 Help homeless CalWORKs WtW families locate affordable permanent rental housing in residential neighborhoods they choose to live in: negotiate the rental agreement with the landlord; transport homeless CalWORKs WtW families to the rental location; move the homeless CalWORKs WtW families into affordable rental housing within sixty (60) calendar days from the referral date.
- 1.3.2 Conduct an initial intake and screening of the homeless CalWORKs WtW families to access the housing needs of the families within three (3) working days from date of Homeless Case Manager's (HCM) referral.
- 1.3.3 Place homeless CalWORKs WtW families (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's (HUD) Housing Quality Standards and complete the Housing Locator Housing Inspection/Screening Form, Technical Exhibit 7.
- 1.3.4 Assist homeless CalWORKs WtW families with special housing needs that comply with the Americans with Disability Act (ADA) requirements.
- 1.3.5 Maintain a database of owners/landlords, real estate property management companies, and/or other housing agencies willing to provide affordable, permanent rental housing to homeless CalWORKs WtW families.
- 1.3.6 Provide the landlords a brochure or informational fact sheet on the Housing Locator Service Program, which Contractor will develop, as approved by County. The brochure/informational fact sheet will include specific information about the social service support that the program provides to homeless CalWORKs WtW families/tenants and the support that the program provides for the landlord (e.g., how the program screens participants for tenant-readiness, etc.).
- 1.3.7 Negotiate with landlords to accept homeless CalWORKs WtW families as tenants on a month-to-month, six-month, or yearly lease/rental agreement.
- 1.3.8 Whenever possible, negotiate below-market rate rents for homeless CalWORKs WtW families.
- 1.3.9 Avert possible evictions by maintaining professional relationships with property owners and managers and promptly addressing their concerns.

1.3.10 Assist homeless CalWORKs WtW families overcome bad credit, no credit, and/or eviction histories.

1.3.11 Provide information and training to homeless CalWORKs WtW families on tenant rights and responsibilities including:

- √ How to communicate with landlord or property managers;
- √ When and how to report maintenance problems or disclosure of financial problems;
- √ Importance of paying rent and when and how it is permissible to withhold rent;
- √ How to keep financial and property maintenance records;
- √ Who is responsible for apartment/house maintenance;
- √ Resources for tenant rights and fair housing;
- √ Getting along with neighbors; and
- √ Crisis Resources (i.e., local programs, 2-1-1 or www.healthycity.org).

1.3.12 Advocate for the families when tenants' rights have been violated.

1.3.13 Train the families to advocate for themselves.

1.3.14 Notify HCM when a family indicates an interest in working or obtaining employment services.

1.3.15 Notify HCM when a family discloses a need for mental health, substance abuse or domestic violence services not previously disclosed to the County.

1.3.16 Maintain, control, and submit monthly reports for families referred for services and/or placed in permanent housing.

1.4 CONTRACTOR DUTIES

In addition to the above mentioned responsibilities, Contractor will also need to provide the following:

- 1.4.1 Agree to meet the family at the referring district office site, or at Housing Locator's designated home office, if the family is willing and able to commute.
- 1.4.2 Service the homeless CalWORKs WtW families in the families' primary language.
- 1.4.3 Obtain a signed Consent for Release of Information form (Attachment N) from the participant if one was not already faxed, allowing Contractor to discuss homeless CalWORKs WtW families' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent.
- 1.4.4 Transport and accompany homeless CalWORKs WtW families to potential rental housing when clients are unable to do so for themselves.
- 1.4.5 Inform the homeless CalWORKs WtW families, upon locating permanent housing, if they will be living in a building subject to rent stabilization or rent control.
- 1.4.6 Complete an unofficial housing inspection using the Housing Inspection/Screening Form, Technical Exhibit 7, prior to homeless family finalizing a rent/lease contract. All responses on the Basic Health and Healthy Safety requirements section should be checked as "yes", except for the last item, which should be "no". Should the rental unit fail in any of the basic health and safety requirements as listed in the housing inspection/screening form, families should not be placed in the unit until all of the basic health and safety requirements have been corrected.

If any of the items in the Housing Inspection/Screening Form, under the Basic Health and Safety Requirements section are checked "no", Contractor shall work with landlord to ensure the health and safety issues checked "no" are addressed prior to family moving in.
- 1.4.7 Assist homeless CalWORKs WtW families complete credit report, rental agreements and/or applications for affordable permanent housing.
- 1.4.8 Provide information to the landlords describing the Housing Locator Services provided by DPSS.
- 1.4.9 Maintain on-going communication with the referring district's HCM for review of homeless CalWORKs WtW families' housing plan progress.

- 1.4.10 Meet on a weekly basis with County's HCM to discuss progress/barriers/resolutions for homeless CalWORKs WtW families in obtaining permanent rental housing.
- 1.4.11 Assist homeless CalWORKs WtW families complete a one-time Customer Satisfaction Survey (Appendix C, Technical Exhibit 8).
- 1.4.12 Encourage the families to create support groups so that families can help each other through this process.
- 1.4.13 Ensure that all Contractor created forms be reviewed and approved by County prior to providing to participant and/or landlord.

1.5 PERFORMANCE OUTCOME MEASURES

The Contract includes two (2) Performance Outcome Measures that will measure the Contractor's performance related to the Housing Locators Services for homeless CalWORKs WtW families. These measures will measure the Contractor's ability of placing homeless CalWORKs WtW families in permanent housing. Should there be a change in federal, State and/or County policies/regulations or the County determines the need for change, the County may amend these Outcome Measures via a contract amendment, as detailed in Section 8.7, Changes and Amendments of Terms.

These measures are as follows:

- For each SPA, Contractor shall maintain a minimum of **75 percent** placements of the Quarterly Average Placement Rate for all eight SPAs. To determine the Quarterly Average Placement Rate, the County will add all eight (8) SPA's placements for the quarter, divide by the number of months in the quarter and divide by the number of SPAs. This performance outcome will be measured quarterly during the contract term. The first quarter will be for the months of August, September and October 2006.
- Once the CalWORKs WtW families are placed in affordable housing, Contractor shall maintain **80 percent** of the placed CalWORKs WtW families in affordable permanent housing for six (6) consecutive months.

1.6 PERFORMANCE REQUIREMENT STANDARDS (PRS)

The proposed Contract will include Performance Requirements Standards (PRS) that will measure the Contractors performance related to the homeless program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding AQL. The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in, Section 8.7.1.

2.0 COUNTY PERSONNEL

2.1 County Homeless Case Manager

County will designate Homeless Case Managers (HCM) who will:

- 2.1.1 Make referrals to the Contractor for housing locators services for homeless CalWORKs WtW families who are not currently receiving housing locators services from another entity funded by Los Angeles County.
- 2.1.2 Complete the PA 4036, "Referral to Housing Locator" form, review the "disclaimer note" on the form, and if homeless CalWORKs WtW families agree, has the adult of the household sign. In addition, the participant must sign the "Consent for Release of Information" form (Attachment N). Fax both forms to the Contractor for the initial intake and screening process.
- 2.1.2 Make referrals to the Contractor located within the SPA where the family first claims his/her homeless status.
- 2.1.4 Schedule an initial interview between Contractor and homeless CalWORKs WtW families to either meet at the district office or at the Contractor's home office if the family is willing and able to commute. The meeting shall take place within 3 working days of the date of HCM referral.
- 2.1.5 Schedule joint meetings, within seven (7) calendar days of the initial interview, with the adult family member and Contractor to discuss plans for obtaining affordable rental housing, program requirements, and the available homeless services/resources.
- 2.1.6 Meet weekly or as needed, with Contractor and families to address concerns, monitor and report on families' progress.

2.1.7 Assist Contractor in averting possible evictions by ensuring professional relationships between the families and Contractor in working with property owners and managers and promptly addressing their concerns.

2.2 CONTRACTOR PERSONNEL

2.2.1 Contract Manager (CM)

Contractor shall provide a CM, who shall be responsible for the overall day-to-day activities, management, and coordination of the Contract and act as liaison with County. The CM and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change of CM or alternate is made.

Contractor shall:

- Ensure the Contractor staff that works directly with homeless CalWORKs families population is provided training prior to performing services under this Contract. The training shall include, but not limited to:
 - Civil Rights and cultural awareness training;
 - Child and elder abuse and welfare fraud awareness and reporting training;
 - Sexual harassment identifying and reporting training;
 - Housing Rights/Renter/Landlord Rights; and
 - Learning Disabilities Program training.

2.2.2 Contractor Staff

Contractor shall provide qualified staff who shall:

- Conduct intake, screening, and needs assessment to address the housing needs of the homeless CalWORKs WtW families.
- Assist homeless CalWORKs WtW families move into permanent rental housing within 60 days of referral.

- Coordinate and assist County's HCM to link the homeless CalWORKs WtW families with landlords ready to rent permanent housing, issue move-in funds and rental subsidy, if applicable.
- Provide the homeless CalWORKs WtW families with the following:
- Provide the homeless CalWORKs WtW families with the following:
 - ✓ Landlord/tenant education;
 - ✓ Coach on how to communicate with potential landlords;
 - ✓ Transport to the potential rental property;
 - ✓ Advocate and refer to specific landlords willing to rent to homeless CalWORKs WtW families, securing releases of information from the adult participant to allow discussion of situations with property owners/managers;
 - ✓ Assist in overcoming bad credit, no credit, or eviction histories;
 - ✓ Assist in completing credit reports, rental agreements, and/or applications for low-income housing;
 - ✓ Information, resources, tools and skills to enable them to overcome barriers, and enhance their chances of finding future affordable homes to rent should the family need to find another place to live;
 - ✓ Verbal and written instructions and materials in the CalWORKs WtW families' appropriate threshold languages (i.e., English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, and Vietnamese).
- Create a folder for each homeless CalWORKs family. All folders shall contain, but are not limited to, the following:
 - ✓ Housing Locator services assessment for housing plan;
 - ✓ Families' consent for release of information form (Attachment N);

- ✓ CalWORKs case history should include information qualifying the homeless families for the service of locating permanent housing (i.e., HCM referral forms); and,
- ✓ Application.
- Perform Landlord Outreach for this Contract, including but not limited to:
 - ✓ Market the Housing Locator Services to landlords and maintain working relationships with participating landlords.
 - ✓ Establish a working relationship with landlords willing to rent to homeless CalWORKs WtW families.
 - ✓ Assist homeless CalWORKs WtW families in finding an appropriate property to rent.
 - ✓ Inform landlords that they will be paid, by the Contractor, a fixed Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family after the family remains in the property for six (6) consecutive months
 - ✓ Inform landlords that although the family will receive the support of their agency and HCM staff, and are protected under housing rights/renters rights rules, the family must comply with their rental contract and must not violate their rent/lease agreement.

2.2.1 CM and Staff Qualifications

CM and Staff shall:

- 2.2.2.1 Have knowledge of the Los Angeles County housing market, particularly in the SPA that they propose to serve.
- 2.2.2.2 Have a minimum of two (2) years business experience assisting people in obtaining rental housing.
- 2.2.2.3 Must have the appropriate business license in a housing related field (i.e., realtor, etc.) to be able to provide housing assistance to homeless CalWORKs WtW families.

2.2.2.4 Passed a background check.

NOTE: Background checks shall include, but may not be limited to: DPSS Human Resources Division fingerprinting process, employment history, criminal records, validity of education, applicable licenses, and DPSS welfare fraud clearance. Findings shall be kept on file and made available to the County upon request.

2.2.2.5 Contractor staff must be fluent/competent in reading, writing, speaking and understanding English and have at least one staff that is fluent/competent in reading, writing, speaking and understanding Spanish as well as all currently required threshold languages (Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish, and Vietnamese).

2.2.2.6 Contractor may access the County's Language Line Services for other languages other than English and Spanish, upon approval by DPSS or upon Contract start-up.

**STATEMENT OF WORK
PART B
HOUSING LOCATOR CONSULTANT SERVICES FOR
GENERAL RELIEF SINGLE ADULTS**

1.0 OVERVIEW

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

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

General Relief (GR) Housing Subsidy and Case Management Pilot

The GR Housing Subsidy and Case Management Pilot is a one-year pilot that would provide housing subsidies of up to \$300 per month to approximately 900 homeless GR participants. This subsidy, coupled with at least \$136 paid from the GR grant, would allow a homeless participant to obtain housing at a total rent cost of \$436 per month. Participants who share housing would also receive up to a \$300 subsidy, coupled with at least \$115 of the rent paid from the GR grant, for a total rent share of \$415 per month. Participants in the pilot would also receive case management and, as needed, mental health and substance abuse treatment services. The pilot would target homeless GR participants in three categories:

- employable participants who are participating in General Relief Opportunities for Work (GROW);
- disabled participants who have applied for SSI benefits; and
- participants who are chronically homeless.

The pilot will be staffed with twelve (12) DPSS GRHCMs. In addition, contracted GR Housing Locator Consultants will assist the DPSS GRHCMs. The projected implementation date is July 2006.

1.1 CASELOAD CHARACTERISTICS

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

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

The total Pilot population is estimated at 890; approximately 90% of the Pilot population is English-speaking.

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

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

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

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

DPSS will implement the Pilot in the following six General Relief District offices:

Civic Center, District #14	813 E. Fourth Place Los Angeles, 90013
Metro Special, District #70	2707 S. Grand Ave. Los Angeles, 90007
Southwest Special, District #8	1819 W. 120 th St. Los Angeles, 90047
South Special, District #7	17600 "B" Santa Fe Ave. Rancho Dominguez, 90221
Rancho Park, District #60	11110 W. Pico Blvd. Los Angeles, 90064
Lancaster, District #34	349-B East Avenue K-6, Lancaster, 93535

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

1.2 SCOPE OF WORK – CONSULTANT ACTIVITIES

The Contractor shall meet the expectations as detailed in Part B, SOW. Throughout, Contractor shall recruit, hire, train and supervise at minimum, two (2) Housing Locator Consultants qualified to collaborate with GRHCM to assist eligible homeless GR Single Adults move into rental housing within thirty (30) days of entry into the Pilot. Contractor will ensure the knowledge and skills of the staff hired as Housing Locator consultants for the project are appropriate for the work to be performed.

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

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

- Single-room occupancy hotels;
- Commercial apartment buildings;
- Other legitimate rental dwellings (e.g., mobile homes, etc.); and
- Shared housing opportunities (e.g., rooms for rent, roommate opportunities, etc.).

1.3 CONTRACTOR DUTIES

Contractor shall:

- Develop, maintain, provide a database (in Excel format) of available rental housing units (landlord/real estate property managers, rental housing agencies, etc.) to include a description of the rental unit (e.g., single, one bedroom, two bedroom, kitchen/no kitchen, etc.) willing to rent to homeless GR Single Adults, and locate rental housing identified as handicap accessible (which will be identified in the Housing Locator's database) that will comply with the Americans with Disability Act (ADA) requirements.
- Answer questions and/or concerns the GRHCM may have about Housing Locator guidelines, procedures, and material within the Contractor's contract period, within stipulated business hours.
- Liaison between the rental property owners/landlords and GRHCM in unusual situations, upon request by GRHCM.
- Develop and provide a housing plan screening tool, which will be used by GRHCM to profile homeless GR participants during the assessment and interviewing process.
- Provide informational guidance or training to GRHCM to educate homeless GR Single Adults on housing issues, such as:
 - Rental agreements;
 - Credit reports (bad credit or no credit);
 - Eviction histories;
 - Tenants' rights and responsibilities;

- Effective interpersonal skills for landlord/tenant communication; and
- Respect for rental property.

1.4 PERFORMANCE OUTCOME MEASURES

The proposed Contract will include three (3) Performance Outcome Measures that will measure the Contractor’s performance related to the Housing Locator Consultant Services for GR Single Adults. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as detailed in Section 8.7, Changes and Amendments of Terms.

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

- Contractor shall maintain a complete and accurate landlord database that includes at minimum 100 monthly **bona fide** per Housing Locator Consultant, (i.e. true and verifiable addresses, not just rental information from newspaper classified advertisement; or mail-box flyers ads), **accurate** permanent housing listing ,and accurate rental housing units, to rent/lease to homeless GR Single Adults per SPA in Los Angeles County.
- Contractor shall successfully respond within 48 hours on 95 percent of the County’s GRHCM Consultant Services inquiries, per month during the term of the contract.
- The Housing Locator Consultants will be required to maintain a Monthly Activity Log, which will document day-to-day activities, e.g., contact with GRHCM, canvassing of affordable rental housing search, development and maintenance of the Excel Housing database, training and tools provided to GRHCM, etc.

1.5 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The proposed Contract will include Performance Requirements Standards that will measure the Contractors’ performance related to the Housing Locator Consultant Services for GR Single Adults and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a Performance Requirements Standards (PRS) chart that summarizes the PRS and their corresponding AQL. The County, at its sole discretion, may make changes in the PRS via a Change Notice, as noted in Section 8.7.1.

2.0 CONTRACT PERSONNEL

2.1 County General Relief Homeless Case Manager (GRHCM)

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

GRHCM will also be consulting with any of the two (2) Housing Locator Consultants for any questions and/or concerns they may have about Housing Locator guidelines, procedures, and material.

2.2 CONTRACTOR PERSONNEL

2.2.1 Contractor's Housing Locator Consultants

Contractor shall provide two (2) Housing Locators Consultants who shall:

- 2.2.1.1 Assist GRHCM to move GR Single Adults into affordable rental housing within 60 days of referral.
- 2.2.1.2 Coordinate with GRHCM to link the homeless GR Single Adults with landlords ready to rent affordable housing.
- 2.2.1.3 Advocate to specific landlords willing to rent to homeless GR Single Adults;
- 2.2.1.4 Ensure that the GR Case Managers have provided a release of information form prior to discussing GR Single Adult's confidential information with property owners/managers;
- 2.2.1.5 Provide the GR Case Managers with the following:
 - Landlord/tenant education;
 - Coaching to communicate with potential landlords;
 - Information, resources, tools and skills to enable them to help GR Single Adults overcome barriers, and enhance their chances of finding affordable housing to rent.

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

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

2.2.2 Contractor's Staff Qualifications

2.2.2.1 Have knowledge of the Los Angeles County housing market.

2.2.2.2 Have two (2) years experience providing rental housing assistance to low-income homeless families and individuals.

2.2.2.3 Must have the appropriate business license in a housing related field (i.e., realtor, etc.) to be able to provide housing assistance to low-income homeless families.

2.2.2.5 Pass a background check.

NOTE: Background checks shall include, but may not be limited to: DPSS Human Resources Division fingerprinting process, employment history, criminal records, validity of education, and applicable licenses, DPSS welfare fraud clearance. Findings shall be kept on file and made available to the County upon request.

2.2.2.5 Fluency/Competency in reading, writing, speaking and understanding English.

**STATEMENT OF WORK
PART C
COUNTY AND CONTRACTOR RESPONSIBILITIES**

ADDITIONAL RESPONSIBILITIES AND/OR REQUIREMENTS FOR BOTH THE HOUSING LOCATOR SERVICES FOR HOMELES CalWORKs WtW FAMILIES AND HOUSING LOCATOR CONSULTANT SERVICES FOR HOMELESS GENERAL RELIEF SINGLE ADULTS

In addition to the required services as mentioned above in Part A and Part B of the SOW, the following services/responsibilities are required for the Contractor to perform for the duration of the contract period. Unless otherwise indicated, the requirements as stated herein, apply to both the Housing Locator Services for Homeless CalWORKs WtW Families and Housing Locator Consulting Services for Homeless GR Single Adults programs.

1.0 Contractor Management Services

In addition to the required services as mentioned above, the following services/responsibilities are required for the Contractor to perform for the duration of the contract period.

Contractor shall provide all management services necessary for the provisions as stated in this contract. Contractor's management services may include, but are not limited to:

- 1.1 Planning, coordinating, implementing and monitoring of these service deliveries.
- 1.2 Ensuring there are sufficient professional, experienced, and competent bilingual staff to administer the Housing Locator Services for CalWORKs WtW families in the requested non-English languages.

Providing County with standards used to certify fluency of staff providing services in languages other than English.

- 1.3 Ensuring key management staff is present and when there is a vacancy, replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of services are present and when there is a vacancy, replacements are made within thirty (30) days.

Ensuring staffing plan is in place to guarantee uninterrupted delivery of services during a staff reduction situation.

- 1.4 Ensuring that all required posters and materials are posted in Contractor's sites as directed by County, and are accessible to all homeless families and staff.
- 1.5 Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either County or Contractor may request such a meeting.

2.0 Contract Personnel

2.1 County Personnel

2.1.1 County Contract Administrator (CCA)

County will designate one person who will act as the County Contract Administrator (CCA) on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 2.1.1.1 Provide direction to Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 2.1.1.2 Monitor the Contractor's service performance.
- 2.1.1.3 Negotiate with Contractor on changes in service requirements pursuant to the Contract, Terms and Conditions, Subparagraph 8.7, Changes and Amendments of Terms.
- 2.1.1.4 Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the County in any way.
- 2.1.1.5 Inform the 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 of CCA is made.
- 2.1.1.6 County reserves the right to make modifications and/or add service tasks to these services, including, but not limited to, pilot programs and/or other innovative programs which are consistent with the main goal of assisting homeless CalWORKs WtW families attain permanent affordable housing and Housing Locator Consulting Services, as long as these modifications do not represent additional costs or staffing for the

Contractor that are not included in the Contractor's incorporated budget and the Contract's maximum payment amount.

2.1.2 Quality Assurance Evaluator (QAE)

County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the contract and monitor the Contractor's performance under the contract using the quality assurance procedures established in Technical Exhibit 1, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

2.1.3 Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the contract. Monitoring may include Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring related to the contract's Statement of Work and Performance Requirement Standards.

3.0 Contractor Responsibilities

Contractor shall:

- Ensure County-approved posters are displayed, and posted on the Contractor facilities.
- Provide supervisory, administrative and direct services to the Contractor personnel to accomplish the services required under this Contract.
- Ensure the Contractor personnel performing Contract services herein shall be considered the employees of the Contractor at all times.
- Have the sole right to hire, discipline, suspend or discharge personnel. At the sole discretion of DPSS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.
- Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing Housing Locator services or when conducting business with a family or a GR single adult.
- Ensure Contractor staff providing direct services is:
 - ✓ Required to present oneself in a neat, businesslike appearance and behave in a professional manner;
 - ✓ Able to handle sensitive materials and perform confidential duties;
 - ✓ Able to multi-task;
 - ✓ Able to work both independently or within a team;
 - ✓ Able to communicate effectively using good judgment and diplomacy; and
 - ✓ Able to fluently read, write, speak, and understand English.

4.0 Contractor's Quality Control Plan

Contractor shall utilize a comprehensive Quality Control Plan to assure the County a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by the County, shall be submitted to the County Contract Administrator (CCA) within fifteen (15) calendar days from the effective date of this contract. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to the following:

- 4.1 Method for assuring that professional staff rendering services under this Contract has qualifying experience;
- 4.2 Method for monitoring to ensure that Contract requirements are being met;
- 4.3 Method for monitoring subcontractors, if any, for compliance and quality of services;
- 4.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 4.5 Method for submitting a grievance for proper review and resolution;
- 4.6 Method for assuring that confidentiality of homeless applicant's information is maintained; and
- 4.7 A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was first addressed, and the corrective action taken, shall be provided to the County upon request.

5.0 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 8, Terms and Conditions, Sub-paragraph 8.26, County Quality Assurance Plan.

5.1 Performance Evaluation Meetings

The CCA and the CM shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The CM and CCA shall sign this statement. Should the CM not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items.

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 action items as written. If any dispute is still unresolved, the decision of the DPSS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

5.2 Contract Discrepancy Reports (CDR)

Verbal notification of a contract discrepancy will be made to the CM or designee as soon as possible whenever a contract discrepancy is identified. The CM shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report (CDR) (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

6.0 Hours of Operation/Holidays

Contractor shall be required to provide services Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County's

holidays to the Contractor within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

Contractor is allowed to have a maximum of two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under this contract. To request these days, Contractor shall submit a written request to County, no less than 30 days in advance of the requested dates. County approval is required in order to take the requested dates. County will not provide any compensation for time invested in these activities.

7.0 Complaints

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

7.1 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided the County.
- 7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - Must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment (Technical Exhibit 9) in the participants' primary language.
 - Maintain a log of civil rights complaints.
 - CMs will act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and Civil Rights and Customer Relations (CRCR) Section.

- All CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
- CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR and shall adhere to the Civil Rights Complaint Flowchart Contractor Process (Technical Exhibit 10).

8.0 Customer Service

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Preamble. The Customer Services Program must be approved by County and changes to the Program must be made within ten (10) business days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Section 8.7.1.

9.0 County Furnished Items

All County furnished items are provided by the County for the duration of the contract only, and solely for the performance of this contract. County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

9.1 Training

County shall provide training to Contractor staff to include, but not limited to, the following:

- Civil Rights training may be through direct training by County trainers or through a "train-a-trainer" program as agreed upon by County.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

9.2 Materials

County shall supply the following materials:

- All mandated pamphlets and posters;

- A supply of civil rights complaint form, PA 607, DPSS Operations Handbook, Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Services and all other documents required by this Contract with which the Contractor must comply;
- Safely Surrender Baby Law fact sheet; and
- List of County-observed holidays.

10.0 Contractor Furnished Items

10.1 Facilities

10.1.1 For the Housing Locator Services for the homeless CalWORKs WtW families program, Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from the County office. Technical Exhibit 14 provides a listing of the County's DPSS Offices and their locations.

10.1.2 For the Housing Locator Services for the homeless CalWORKs WtW families program, Contractor shall provide sufficient work area large enough to accommodate private cubicles for one Contract Staff and a homeless family size of two (2) to four (4).

10.1.3 For the Housing Locator Services for the homeless CalWORKs WtW families program, Contractor's headquarters office or off-site office location shall be within the SPA area where Contractor is to provide services.

10.1.4 Contractor shall provide no cost parking space for homeless CalWORKs WtW families at each Contractor facility.

10.2 Equipment/Supplies/Materials

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

10.3 Transportation

For the Housing Locator Services for the homeless CalWORKs WtW families program, Contractor shall ensure transportation for the family for the initial meeting with landlord and/or to potential rental property. Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from the

County office. Technical Exhibit 14 provides a listing of the County's DPSS Offices and their locations.

11.0 MEETINGS

11.1 Weekly Meetings

County and Contractor shall meet weekly to discuss progress/barriers/resolutions for homeless CalWORKs WtW families in obtaining permanent housing and homeless GR Single Adults in obtaining affordable rental housing.

11.2 Monthly Meetings

Designated County and Contractor staff shall meet monthly to evaluate the program progress and make change recommendations to procedures, as necessary.

12.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

13.0 RECORD KEEPING

13.1 Contractor shall maintain retrievable records relating to each homeless CalWORKs WtW families serviced under this contract. The records shall be kept in a folder, identifiable by homeless CalWORKs WtW families' name and case number. These records shall include, but not limited to, the following:

13.1.1 Referral criteria forms to determine eligibility to the Housing Locator Services.

13.1.2 Identify Homeless CalWORKs WtW families' Primary Language.

13.1.3 Participation Agreement.

13.1.4 Services provided start date.

13.1.5 Date permanent housing found and homeless participant moved in.

13.1.6 When and why the rental agreement was terminated.

13.2 Contractor shall maintain all records at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later.

14.0 REPORTING TASKS

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

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

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.
- Any other ad hoc statistical reports as requested by the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County in a mutually agreeable time period.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- Additional information may be required at County discretion.

14.1 Homeless CalWORKs WtW Families Reporting Tasks

- Number of homeless CalWORKs WtW family cases referred by HCM to include family's name and case number.
- Number of homeless CalWORKs WtW families that were placed in permanent housing within 60 days of referral.

- Number of homeless CalWORKs WtW families that remained in the rental housing units for at least six (6) consecutive months.
- Number of homeless CalWORKs WtW families that were referred for services but remain homeless and why.
- Number of homeless CalWORKs WtW families signing lease agreements and the length of lease.
- Number of homeless CalWORKs WtW families in which money management counseling was provided.
- Number of homeless CalWORKs WtW families assisted in overcoming barriers to permanent housing (credit, eviction history, etc.).
- Number of “shows” and “no-shows” at intake appointments after referrals.

14.2 GR Single Adults Reporting Tasks

Housing Locator Consultants will maintain a Daily Activity Log to document all communication (telephone calls, face-to-face conversations with GR Case Managers, trainings, etc.), which will accompany the MMR.

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

14.3 Customer Satisfaction Survey

Contractor shall ask each assisted homeless CalWORKs family to complete a one-time Customer Satisfaction Survey (Technical Exhibit 8) and submit copies to DPSS with the MMR and Monthly Invoice.

15.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by CCA for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an “error” and will adversely affect the

Contractors performance rates as measures in Technical Exhibit 1 and described throughout this Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant's confidentiality.

16.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside +resources and/or services for providing home search for permanent housing to the homeless if:

- There is NO charge to County;
- Participant's confidentiality rights are protected;
- Services are within allowable time frames; and
- Homeless CalWORKs WtW families' participant progress is monitored by Contractor.

APPENDIX C
TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

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

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).

3. 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 a liquidated damages deductions or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and 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 CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the CM. The CM is required to:

1.4.1 Respond to the CDR within ten (10) workdays.

1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at 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.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

An *Unsatisfactory Performance Indicator (UPI)* dollar amount assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident is to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 5 = 600$ points

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

1.6 REMEDY OF DEFECTS

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

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform with the requirements of this Contract, County shall have the option to apply the following nonperformance remedies:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Assess penalty amounts for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL.
- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 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) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 8.53, Termination for Convenience of the County.

Performance Requirements Summary Chart - CalWORKs

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>Section 8.41</u> - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0.0%	User complaint. On-site review.	50 points per incident.
<u>SOW Part C Section 4.0</u> - Quality Control Plan	Contractor provides revisions to QC Plan upon CCA requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained.	0.0% 0.0%	Review of revised plan. Review of records maintained.	50 points per incident. 5 points per item deficient.
<u>SOW Part C Section 1.3</u> - <u>Scope of Work</u> Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the Housing Locaters services must be available and offered to homeless CalWORKs WtW families in their primary language. When written materials are not available in the homeless families' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless families' primary language, as approved by DPSS.	Review indicates compliance such as notices posted in Contractor facilities.	0.0%	Notices posted and on-site review.	50 points per incident.
<u>SOW Part A Section 1.3.3</u> - <u>Scope of Work</u> Placement of CalWORKs WtW families	Assist and place homeless CalWORKs WtW families (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's (HUD) Housing Quality Standards	Placement of CalWORKs WtW families (within 60-days of referral date)	0.0%	Review of reports and referral logs. Review of cases; interview of participants.	20 points per day past 60 days of referral date.
<u>SOW Part A Section 1.5</u> - Performance Outcome Measures	For each SPA, place no less than 75% of the Countywide Quarterly Average Placement Rate.	Countywide Quarterly Average of Placement Rate under the Housing Locaters Services for CalWORKs WtW Families Program.	0.0%	Review of placements and referrals reports. Review of MMR reports Case Reviews	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart - CalWORKs

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW Section 1.7</u> - Performance Outcome Measures	Contractor shall maintain 80% of the placed CalWORKs WtW families to remain in affordable permanent housing for six (6) consecutive months.	Countywide Quarterly Average of Placement Rate under the Housing Locators Services for CalWORKs WtW Families Program.	0.0%	Review of placements and referrals reports. Review of MMR reports Case Reviews	Initiate CDR for corrective action plan.
<u>SOW Part A Section 1.3.11</u> - Information and training	Contractor shall provide information and training to homeless CalWORKs WtW families on tenant rights and responsibilities.	Information and training to homeless CalWORKs WtW families provided by Contractor.	0.0%	Random Sample On-site Observation. MMR reports.	20 points per incident.
<u>SOW Part A Section 1.4.3</u> - Consent for release of information form – Attachment N	Obtain a signed consent for release of information form from the participant allowing Contractor to discuss homeless CalWORKs WtW families' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent, only if County has not provided one.	Copy of signed consent for release of information form in contractor files.	0.0%	100% review	25 points per error.
<u>Required Forms Attachment E</u> Confidentiality	Employee Acknowledgement & Confidentiality Agreement signed by the employee.	Copy of agreement in contractor files and no unauthorized release of information.	0.0%	100% review	25 points per error.
<u>SOW Part C Section 14.0</u> - Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0.0%	Review of reports and invoice	20 points per each day late.
<u>Section 8.0 Part C</u> Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0.0%	Random Sample. On-site, telephone	20 points per incident

Performance Requirements Summary Chart – General Relief

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW Part B Section 1.3 - Excel Database</u>	Contractor maintains a database (in excel format) of available rental housing units (landlord/real estate property managers, rental housing agencies, etc.) willing to rent to homeless GR adults.	Database maintained.	0.0%	Review of database report.	50 points per day without database.
<u>SOW Part B Section 1.3.11</u>	Contractor shall provide informational guidance or training to DPSS GR Case Managers to educate homeless GR adults on housing issues.	Information to DPSS GR Case Managers provided by Contractor	0.0%	MMR Report; DPSS Staff complaints	50 points per incident.
<u>SOW Part B Section 1.4 Performance Measures</u>	List of 100 bona fide affordable housing listing per month per Housing Consultant.	Report of list received monthly per Consultant.	0.0%	Review of lists provided per Consultant.	20 points per day without database.
<u>SOW Part B Section 1.4 Performance Measures</u>	48 hours response on 95% of GRHCM Consultant Services inquiries per month.	Response within 48 hours.	0.0%	User complaint. Review of records maintained.	20 points per incident.
<u>SOW Part B Section 1.4 Performance Measures</u>	Monthly Activity Log containing day-to-day activities.	Recorded day-to-day activities.	0.0%	Review of reports.	20 points per incident.

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CCA

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____

SERVICE PLANNING AREAS County of Los Angeles



CASELOAD PROJECTIONS FOR HOMELESS CalWORKs WELFARE-TO-WORK FAMILIES
IN LOS ANGELES COUNTY PER SPA

FEBRUARY 2006

SPA	Languages									Total
	English	Spanish	Armenian	Cambodian	Chinese	Korean	Russian	Vietnamese	Other	
1	214	3	0	0	0	0	0	0	0	217
2	241	8	1	0	0	0	0	0	0	250
3	482	10	0	0	1	0	1	0	1	495
4	148	15	0	1	0	2	1	1	2	170
5	144	1	0	0	0	0	0	0	0	145
6	659	10	0	0	0	0	0	0	0	669
7	300	15	0	0	0	0	0	0	0	315
8	537	6	0	0	0	0	0	0	0	543
Total	2725	68	1	1	1	2	2	1	3	2804

Information and Statistical Services Section

CALWORKS WTW FAMILIES CASELOADS USING A DISTRICT ADDRESS OR SHELTER AS A
PRIMARY ADDRESS AND PRIMARY LANGUAGE BY SPA

**SAMPLE MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
HOMELESS CALWORKS WTW FAMILIES**

Date: _____

Service Month: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: _____

TELEPHONE NUMBER:

of families X Rate = Total

I. Fees Per Successful Placement

*Number of Families placed this month. _____ X \$1,421 = _____

II. One-Time Per Placement Contractor's Retention Fee:

*Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement. _____ X \$ 711 = _____

III. One-Time Per Placement Landlord Assistance Fee

*Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement. _____ X \$ 750 = _____

*** NOTE: Back-up documents are needed.**

CONTRACTOR SIGNATURE

Date Signed

FOR DPSS USE ONLY

County Contract Administrator Signature

Date Signed

DATE INVOICE RECEIVED

DATE SUBMITTED TO FMD/FISCAL OPERATIONS

**SAMPLE MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
HOUSING LOCATOR CONSULTING SERVICES FOR
GENERAL RELIEF (GR) SINGLE ADULTS**

Date: _____

Service Month: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: _____

TELEPHONE NUMBER:

MONTHLY GR HOUSING LOCATOR CONSULTANT BASIC COMPENSATION RATE:

Consultation Basic Compensation Rate - \$ 16,666

Contractor's Authorizing Signature

Date Signed

TOTAL DUE CONTRACTOR: \$ 16,666

County Contract Administrator Signature

Date Signed

DATE INVOICE RECEIVED

DATE SUBMITTED TO FISCAL OPERATIONS

COUNTY OF LOS ANGELES
SERVICES

DEPARTMENT OF PUBLIC SOCIAL

REFERRAL TO HOUSING LOCATORS (HL)

(To be completed by the district Homeless Case Manager (HCM) initiating referral for participant):

To: HOUSING LOCATORS	From:
HL Office:	HCM District Office:
Telephone Number:	Date/Time:
Fax number:	Fax Number:
Note: Attach current LCSD screen to the referral form.	

CASE INFORMATION AND SERVICE REQUEST		
Case Name:	Case Number:	Primary Language:
Payee Name:	Social Security Number:	Number of persons in the household:
Telephone or message phone number:		No. Adults: _____
HCM has verified that family is CalWORKs eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No		No. Children: _____
HCM has verified that family is WtW eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No		Family members with disabilities _____

CURRENT FAMILY INFORMATION
Address:
<input type="checkbox"/> Motel/Hotel <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Staying with friends/relatives <input type="checkbox"/> Transitional Housing <input type="checkbox"/> District Office - No mailing address <input type="checkbox"/>
Other: _____
CURRENT HOUSING SITUATION (Please provide as much information as possible to allow HL to contact family.)
<p>Disclaimer note: I understand, that although DPSS has contracted with the Housing Locator to which I am being referred, the County is in no way a party to the rental agreement I may ultimately enter in with my landlord.</p>
Participant Signature: _____ Date: _____

HOUSING LOCATOR HOUSING INSPECTION/SCREENING FORM

Family Name: _____ Date: _____

New Address: _____

Rent Amount: _____ Move-in Cost: _____ Number of Bedrooms: _____

Unit Type: SFD Mobile Home Duplex Multi-Family Apartment Condo

Terms of Rental Agreement:

Furnished Unfurnished Month-to-month 6-month lease Annual

Persons named in lease/contract: _____

Appliances included: Stove Refrigerator Dish Washer Waste-Disposal
Utilities/services paid: Gas Electric Water Trash None

Landlord Name: _____ Phone: _____

Address: _____

Owner Name: _____ Phone: _____

Address: _____

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

- Yes No - Building and yard free of rubbish, debris
- Yes No - Floor appears in good condition
- Yes No - Interior walls and ceilings in good condition
- Yes No - Adequate Lighting in building
- Yes No - Plumbing fixtures are in working condition
- Yes No - Hot and cold running water is available
- Yes No - Adequate emergency exits in building
- Yes No - Each bedroom has at least one window
- Yes No - Minimum ceiling height of 7 ½ feet for all habitable rooms
- Yes No - Safe and adequate heating facilities
- Yes No - Electric wiring appears in good condition
- Yes No - No fire hazards
- Yes No - Windows and doors adequately screened
- Yes No - Stairs and stair rails in good condition
- Yes No - Smoking alarms in working order
- Yes No - Hot water heater is safe and accessible
- Yes No - Unit appears structurally sound
- Yes No - Unit has a kitchen, bathroom and at least one room for living/sleeping room (Note: This item does not apply to GR participants.)
- No Yes The site is subject to serious adverse environmental conditions (i.e., poor sewer drainage, fire hazards, flood, etc.)

Inspected by: _____

**LOS ANGELES COUNTY HOMELESS CALWORKS FAMILIES
HOUSING LOCATOR SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to your Housing Locator service agency office or CalWORKs district Homeless Case Manager, or simply return it by mail.

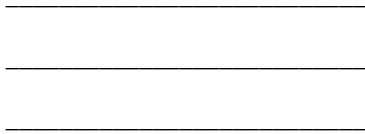
<u>Homeless Case Manager (HCM)</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: _____ _____ _____ _____ _____			
<u>Housing Locator (HL) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: _____ _____ _____ _____ _____			
<u>Housing Locator Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in locating permanent housing.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet my needs. (Please indicate why in the comments' section below).
Comments: _____ _____ _____ _____			

Name (Optional)

Service Agency

Date (Required)

TECHNICAL EXHIBIT 8



Postage
Stamp
Required

Department of Public Social Services
CalWORKs Program Division
12820 Crossroads Parkway South - West Annex
City of Industry, California 91731-3411
Attn: Housing Locator Program Manager

COMPLAINT OF DISCRIMINATORY TREATMENT

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION
12880 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME :

CASE NUMBER:

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

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURENCE : _____

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

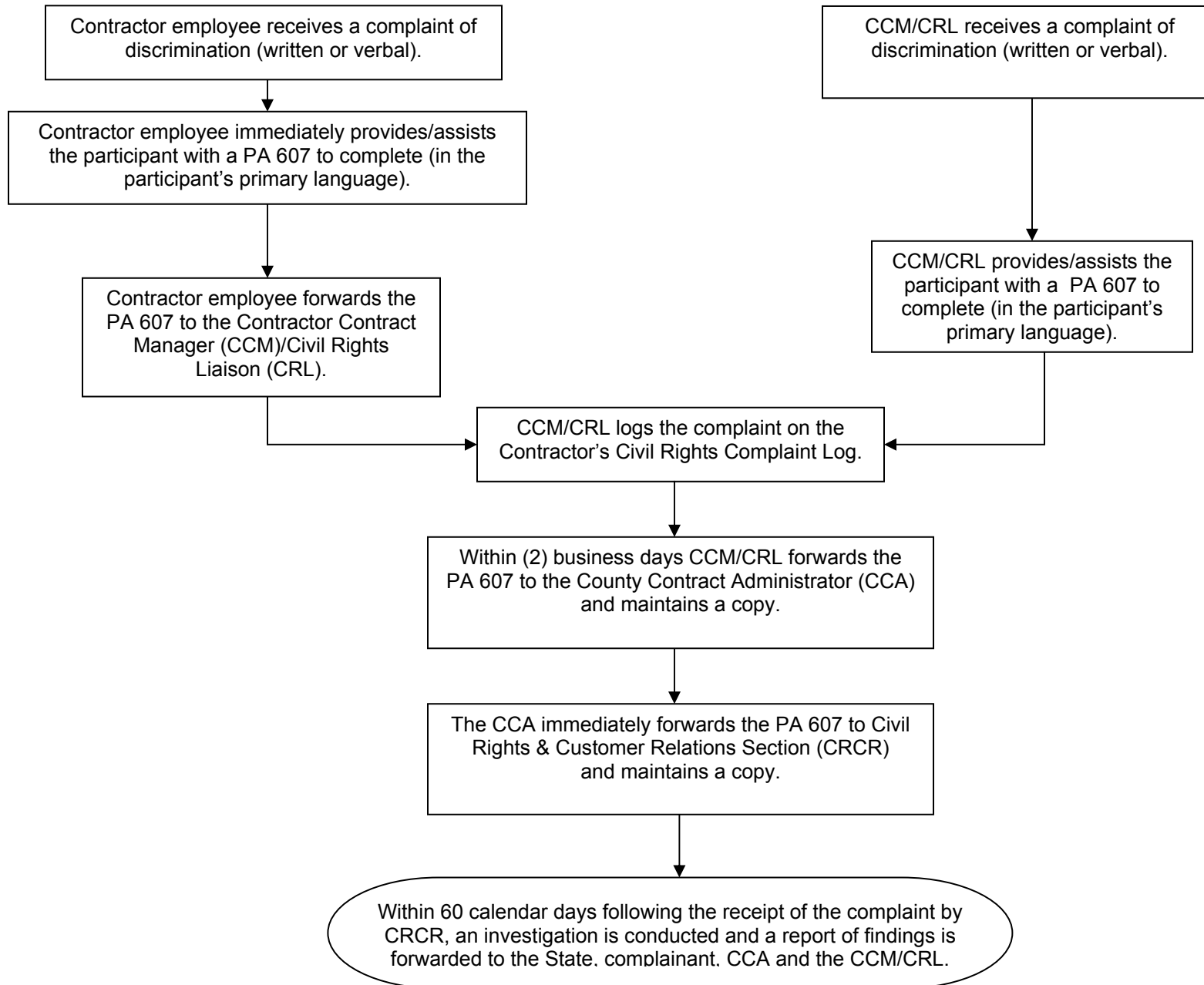
THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :

I WISH TO HAVE THE FOLLOVING CORRECTIVE ACTION TAKEN :

(SIGNATURE) _____ (DATE) _____ ADDRESS : _____

TELEPHONE : _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



CalWORKs Payment Standards & Income Disregards
 August 1, 2005 to June 30, 2007

FAMILY SIZE	MBSAC	INCOME LIMIT	CASH AID	80% OF CASH AID
1	469	\$558	\$359	\$318
2	769	\$858	\$584	\$522
3	953	\$1,042	\$723	\$646
4	1,133	\$1,222	\$862	\$769
5	1,293	\$1,382	\$980	\$875
6	1,453	\$1,542	\$1,101	\$983
7	1,596	\$1,685	\$1,210	\$1,080
8	1,739	\$1,828	\$1,318	\$1,178
9	1,885	\$1,974	\$1,424	\$1,273
10 or more	2,046	\$2,135	\$1,530	\$1,367

Disregards:

An **applicant** who is working receives a deduction/disregard of \$90.00.

Example:

\$500.00 (earned)
- 90.00 (disregard)
 \$410.00 (countable income)

When a **participant** is working a deduction/disregard is applied to the gross earnings received from commission, wages, salaries including the value of any in-kind earned income in the amount of \$225 and 50% to the remaining earned income.

Example:

\$800.00 (earnings)
-225.00 (disregard)
 \$575.00
-50% (disregard)
 \$287.50 (countable income)

An **applicant** who is self-employed (i.e., baby-sitter, day-labourer, housekeeper, etc.) must choose a deduction/disregard of either 40% of self-employed income (standard business expense deduction) or actual verified self-employment expenses.

Example:

\$500.00 (self-employed)	or	\$500.00 (self-employed)
<u>-40% (standard deduction)</u>		<u>- 320.00 (verified expenses)</u>
\$200.00 (countable income)		\$ 180.00 (countable income)

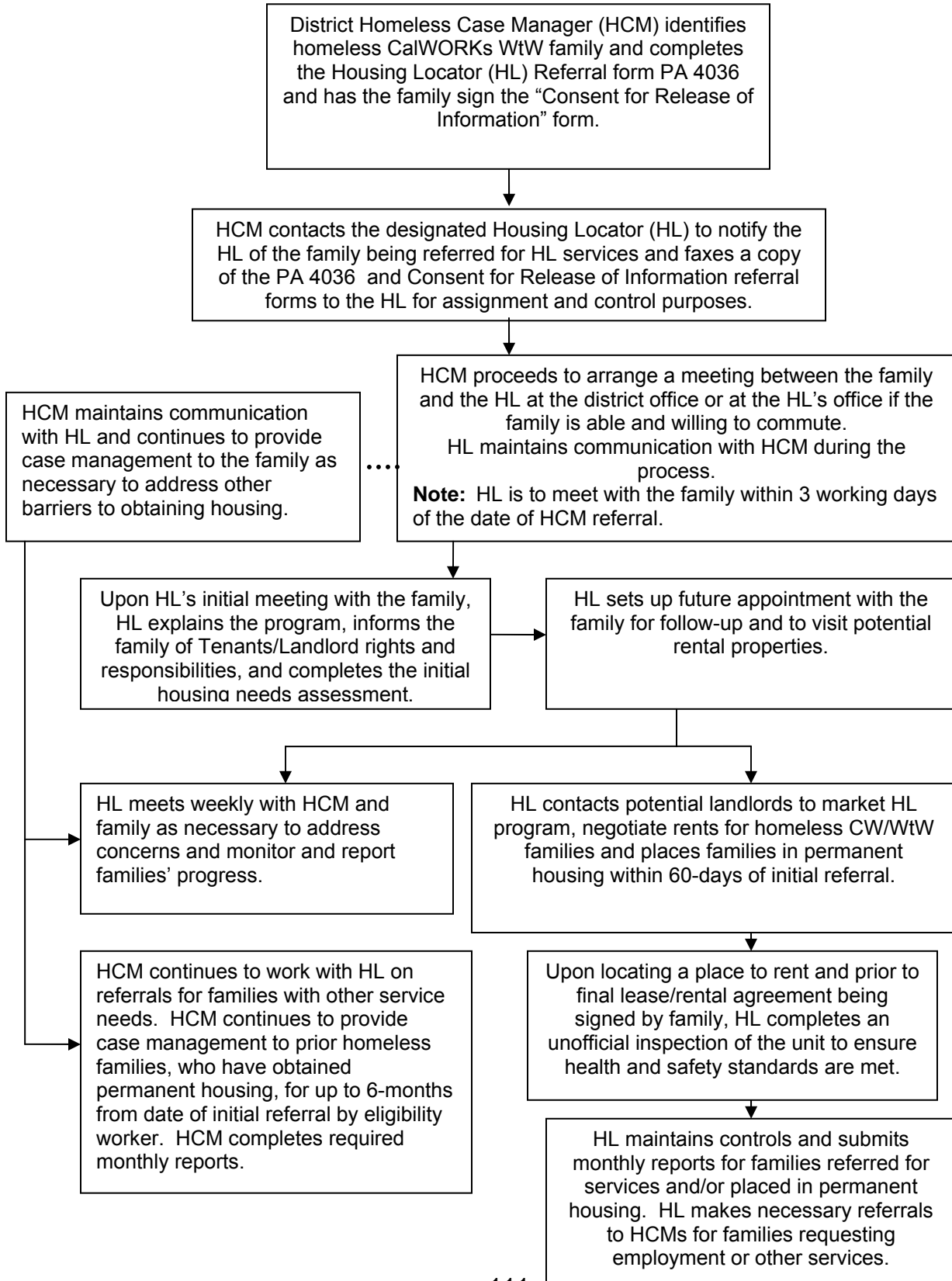
DPSS HOUSING PROGRAM COMPARATIVE CHART

	HA	EAPE	MA	Diversion	HRP	THAP+14	Rental Subsidy
Dollar Amount	<p>Temporary Shelter: \$40 per night up to four eligible members. \$10 for each additional eligible member up to a total of \$80 per night. (Up to 16 consecutive days.)</p> <p>Permanent Housing: As long as the AU's share of the rent is no more than 80% of MAP, the Permanent Housing payment cannot exceed two times the rent (before subsidies).</p>	<p>Up to \$2000 for delinquent rent and/or utilities for up to two months in arrears.</p> <p>NOTE: For details on EAPE payments to cover current month's rent to prevent eviction, see "Eligibility Requirements."</p>	<p>Up to \$2000 for moving expenses, stoves and/or refrigerators, and for time-limited participants only, included in the \$2000 limit, up to the amount of the adult portion of the reduced grant for two months, so that families can remain in their current residence while they look for less costly housing.</p>	<p>Lump sum payment.</p> <p>-Standard: up to \$2000 or the amount(s) equivalent to the AU's MAP amount for three months, whichever is greater, based on the AU's size.</p> <p>-Compelling Need: up to \$4000 or the equivalent to the AU's MAP amount for six months, whichever is greater, based on the AU's size.</p>	<p>Up to \$1500 for the Housing Relocation subsidy and an additional up to \$405 for the purchase of a stove and/or refrigerator.</p> <p>Total maximum payment: \$1905</p>	<p>\$40 per night up to four eligible members. \$10 for each additional eligible member up to a total of \$80 per night. (Up to 14 days.)</p>	<p>Up to \$250 per family (depending on the family size) for up to four consecutive months for non-subsidized permanent housing.</p>
Frequency	<p>-Eligible to receive HA once-in-a-lifetime without having to verify why they are homeless.</p> <p>-May qualify for future HA only if can provide verification that homelessness is the result of a natural disaster (no limit), domestic violence, former home uninhabitable or physical/mental illness (every 12 months).</p>	<p>-Eligible to request EAPE funds as needed up to the \$2000 limit.</p>	<p>-Eligible to receive MA once-in-a-lifetime.</p> <p>-May qualify for future MA payments with verification that need is the result of a natural disaster, domestic violence, former home becoming uninhabitable, or a physical/mental illness.</p>	<p>\$4000 annually \$10,000 in a lifetime</p>	<p>One-time only.</p>	<p>Eligible to receive THAP+14 once-in-a-lifetime without having to verify why they are homeless.</p> <p>-May qualify for future THAP+14 only if can provide verification that homelessness is the result of a natural disaster (no limit), domestic violence, former home uninhabitable or physical/mental illness (every 12 months).</p>	<p>One-time only.</p>
Income Threshold	Rent is within 80% of MAP	None	Rent is within 80% of MAP	N/A	Rent is within 60% of the total HH income.	Must not have more than \$100 in liquid resources on hand at the time of application.	Rent is within 80% of MAP
Site visits	None	None	None	None	None	None	None
Evidence of Property Availability and Cost	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA853, Affidavit.</p>	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA853, Affidavit.</p>	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA 853, Affidavit.</p>	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA853, Affidavit..</p>	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA853, Affidavit.</p>	N/A	<p>-Rental written agreement.</p> <p>-Telephone call to landlord (if rental agreement is questionable or not provided).</p> <p>-PA853, Affidavit..</p>
Property Information Verification	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	N/A	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272.
Eligible Population	Applicants apparently eligible for CalWORKs and CalWORKs participants. (Note: For permanent housing, CalWORKs must be approved.)	Applicants apparently eligible for CalWORKs, families on CalWORKs, and families who went off CalWORKs due to time limits.	Families on CalWORKs, and families who went off CalWORKs due to time limits. (Note: Applicants are not eligible for the MA program.	CalWORKs applicants (who meet the criteria of "apparent eligibility") only.	CalWORKs applicants and participants working 20 or more hours per week or with a documented offer of employment for 20 hours or more per week and in compliance with GAIN/RITE program requirements.	Be apparently eligible for CalWORKs, be receiving CalWORKs or has exhausted the CalWORKs 60-Month Time Limit, is a DV victim and has signed a DV waiver. NOTE: GAIN exempt and "Child Only" cases are not eligible to these benefits.	Applicants apparently eligible for CalWORKs, families on CalWORKs, and families who went off CalWORKs due to time limits. Must be eligible to receive Perm. HA and/or MA and agree to receive RA payments.
Definition of Homeless	<u>Physically</u> lacks a fixed and regular nighttime residence, shares a residence with other family or friends on a <u>temporary</u> basis, or resides in a temporary shelter, commercial	N/A	N/A unless the participant is homeless, then same as HA.	N/A	N/A	<u>Physically</u> lacks a fixed and regular nighttime residence, shares a residence with other family or friends on a <u>temporary</u> basis, or resides in a temporary shelter, commercial	N/A. Family must be approved for Perm HA and/or MA to qualify for RA.

DPSS HOUSING PROGRAM COMPARATIVE CHART

<p>Eligibility Requirements</p>	<p>establishment, or transitional housing.</p> <p>Temporary: -Apparently eligible/receiving CalWORKs. -Must meet the definition of "homeless." -Have less than \$100 in cash. -Must obtain temporary shelter from a commercial establishment or a person with a history of renting properties and provide verification. -must be seeking permanent housing and provide verification.</p> <p>Permanent: -CalWORKs must be approved prior to a permanent housing payment. -Family's share of the rent cannot exceed 80% of the AU's MAP. -Payment cannot exceed two times the total rent (participants may pay any overage). Additional funds can be issued for needy utility deposits (gas, electricity or water).</p>	<p>-Apparently eligible/receiving CalWORKs , and CalWORKs timed-out participants.</p> <p>-Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations.</p> <p>-Must demonstrate that they are experiencing a financial crisis.</p> <p>-Must provide proof of financial hardship.</p> <p>- (For current month's rent) Must provide proof of eviction or 3-day notice to pay or quit in addition to demonstrate financial hardship.</p>	<p>Receiving CalWORKs and CalWORKs timed-out participants.</p> <p>-Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations.</p> <p>- Families who are homeless or at-risk of homelessness may qualify for the MA funds.</p> <p>-Must demonstrate that they are experiencing a financial crisis.</p> <p>-Must provide proof of financial hardship.</p> <p>- If homeless, must exhaust all other means of assistance including Homeless Assistance (if eligible).</p>	<p>-Have an unexpected, one-time problem. -Be eligible for CalWORKs financially, plus have a valid ID and proof of legal immigration status. -Have a steady work history, a good earning potential, or a likelihood of finding a job. -have stable housing or childcare (unless that is what you need help with). -have no significant barriers to employment, such as problems with mental health or substance abuse.</p> <p>➤ County makes final decision.</p> <p>(Note: Applicant has the option to accept Diversion or receive CalWORKs.)</p>	<p>-Active employment or a documented offer of employment of at least 20 hrs. per week. -Current participation in, and compliance with, the GAIN/RITE Program requirements. (Note: Participants working 32/35 hrs. per week are not required to participate in the GAIN/RITE programs as they are already meeting welfare-to-work requirements. In addition, a participant who has been granted or qualifies for an exemption is not required to participate for the duration of his/her exemption.) -The need to relocate to access employment, childcare, or transportation (based on documented one-way travel time/distance to/from work, childcare, or both).</p>	<p>establishment, or transitional housing.</p> <p>-Apparently eligible/receiving CalWORKs. -Must meet the definition of "homeless." -Have less than \$100 in cash. -Must obtain temporary shelter from a commercial establishment or a person with a history of renting properties and provide verification. -must be seeking permanent housing and provide verification. -Must be employed or participating in welfare-to-work services (GAIN). -If time-limited, must be employed or participating in Post Time-Limited (PTL) Services.</p>	<p>Eligibility to RA is a two-step determination process: Step 1 – Eligible Population:</p> <ul style="list-style-type: none"> • Must be apparently eligible or CalWORKs eligible; • Must be eligible to receive Perm HA and/or MA; and • Must agree to receive RA. • Other cases eligible for RA include: a) CalWORKs timed-out, b) DV victims who have signed a DV waiver, c) exempt from GAIN, and d) "child only" cases. <p>Step 2 – Housing Situation.</p> <ul style="list-style-type: none"> • Signed a rental agreement to secure non-subsidized housing within the past 30 days of the request for RA and is requesting MA for appliances/truck rental; and • Found non-subsidized housing and has requested Perm HA and/or MA.
<p>Processing Timelines</p>	<p>Temporary: -Initial payment same day as the request. -Subsequent payments may not be issued for more than seven (7) days worth of temporary shelter at a time up to 16 <u>consecutive</u> days.</p> <p>Permanent: -One (1) workday after receipt of all required verification/documentation.</p>	<p>One (1) workday after receipt of all required verification/documentation.</p>	<p>One (1) workday after receipt of all required verification/documentation.</p>	<p>One (1) workday after receipt of all required verification/documentation.</p>	<p>One (1) workday after receipt of all required verification/documentation.</p>	<p>Same day as the request in increments of 7 days at a time.</p> <p>NOTE: THAP+14 payments do not need to be consecutive if good cause is established.</p>	<p>One (1) workday after receipt of all required verification/documentation.</p> <p>NOTE: If a rent receipt is not provided prior to the end of the month or within 30 days of the last RA payment, no future RA payments will be issued, unless good cause is established.</p>
<p>Method of Payment</p>	<p>HA payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p> <p>NOTE: All Homeless Assistance payments must be issued on LEADER via "Special Payments."</p>	<p>EAPE payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>MA payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>Directly to the participant, or if the Diversion payment is greater than MAP for the AU, or the payment is for a vendor or merchant, as a two-party check.</p>	<p>HRP payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>THAP+14 payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>All RA payments are issued as a two-party check. Under certain exceptions, the payment may be issued on-line directly to the participant.</p>

**HOUSING LOCATOR SERVICE FLOWCHART
FOR REFERRAL OF
HOMELESS CalWORKS WELFARE-TO-WORK (WtW) FAMILIES**



CalWORKs DPSS Housing Program

Housing Resource Eligibility Supervisor's Name, Address, and Telephone Number

District	Address	Housing Program Supervisor	Telephone
02-Glendale	4680 San Fernando Rd. Glendale 91204	Greta Setian	818-546-6548
03-Pasadena	955 N. Lake Avenue Pasadena 91104	Alejandra Lugo	626-791-6378
04-El Monte	3350 Aerojet Avenue El Monte 91731	Carmen Ruiz	626-569-3487
20-San Gabriel	3352 Aerojet Avenue El Monte 91731	Esther Reyes	626-569-3323
05-Belvedere	5445 Whittier Blvd. Los Angeles 90022	Klara Gevorkian	323-727-4371
06-Cudahy	8130 S. Atlantic Blvd. Cudahy 90201	Jose Perez	323-560-5178
09-West L.A.	11390 W. Olympic Blvd. Los Angeles 90064	Freddy Mozo	310-312-5119
11-East Valley	14545 Lanark St. Panorama City 91402	Aneta Badalian	818-901-4293
12-Exposition Park	3833 S. Vermont Ave. Los Angeles 90037	Glendena Stephens	323-730-6233
13-Metro Family	2615 S. Grand Avenue Los Angeles 90007	Norma King	213-744-6818
15-Metro East	2855 E. Olympic Blvd. Los Angeles 90023	Haydee Sarmiento	323-260-3341
17-Florence	1740 E. Gage Avenue Los Angeles 90001	Felicia Clayton	323-586-6277
26-Compton	211 E. Alondra Blvd. Compton 90220	Shirley Cobb	310-603-8486
27-South Central	10728 S. Central Avenue Los Angeles 90059	Angelica Figueroa	323-249-1430
31-South Family	17600 "A" Santa Fe Ave. Rancho Dominguez 90221	Virginia Aguirre	310-761-2660
34-Lancaster	349-B East Avenue K-6 Lancaster 93535	Susan Aguilar	661-723-4151
36-Pomona	2040 W. Holt Avenue Pomona 91768	Rocio Buitrago	909-865-5301
38-Metro North	2601 Wilshire Blvd. Los Angeles 90057	Armineh Abcarians	213-639-5405
40-Norwalk	12727 Norwalk Blvd. Norwalk 90650	Richard Rios	562-807-7939
51-Santa Clarita	2733 Camp Plenty Rd. Canyon Country 91351	Hilda Ochoa	661-298-3431
82-West Valley	21415 Plummer St. Chatsworth 91311	Cynthia Birch	818-718-5367
62-Paramount	2961 E. Victoria St. Rancho Dominguez 90221	Jackie Smith	310-603-5184
66-Lincoln Heights	4077 N. Mission Rd. Los Angeles 90032	Patrick Miles	323-342-8067
83-Southwest Family	923 E. Redondo Blvd. Inglewood 90302	Denita Mallet	310-419-5465
DPSS General Information: 1-877-481-1044 or InfoLine of LA County 2-1-1			

ATTACHMENT B

CONTRACTOR BUDGET

AND

EMPLOYEE BENEFITS

HOMELESS CalWORKs WtW FAMILIES
WEINGART CENTER ASSOCIATION
LINE ITEM BUDGET

PROJECT NAME: Homeless CalWorks WtW Families

CONTRACTOR: Weingart Center Association

CONTACT PERSON: Troy Vaughn

CONTRACT PERIOD: 8/1/2006-7/31/2007

TELEPHONE NUMBER: 213-689-2117

FISCAL YEAR: 2006-2007

<u>Direct Cost</u>	FTE	Hourly Rate	Monthly Rate	Total Annual
Payroll				
Housing Specialist	100%	\$17.55	\$ 3,042	\$ 36,504
Program Manager	10%	\$26.50	\$ 459	\$ 5,512
Vice President of Programs	5%	\$48.08	\$ 417	\$ 5,000
Administrative Assistant	5%	\$17.31	\$ 150	\$ 1,800
Bilingual Case Manager	50%		\$ -	\$ -
Program Assistant	50%	<u>\$13.00</u>	<u>\$ 1,127</u>	<u>\$ 13,520</u>
Total Salaries and Wages	220%		\$ 5,195	\$ 62,336
Employee Benefits				
		No of Employees	Monthly Cost	Total Annual
Medical Insurance		1.9	\$ 214	\$ 4,872
Dental Insurance				
Life Insurance		1.9	\$ 6	\$ 140
Other (List)				
Total Benefits				\$ 5,011
Payroll Taxes				
FICA			\$ 397	\$ 4,769
SUI			\$ 64	\$ 769
Workers Compensation			\$ 390	<u>\$ 4,679</u>
Total Payroll Tax				\$ 10,216
Insurance			\$ 222	\$ 2,664
Miscellaneous Direct Costs				
Security			\$ 2,300	\$ 27,600
Parking			\$ 290	\$ 3,480
Mileage			\$ 42	\$ 500
Transportation			\$ 541	\$ 6,497
Client Hygiene Supplies			\$ 336	\$ 4,033
Office Equipment			\$ 750	\$ 9,000
Travel			\$ 113	\$ 1,350
Client Related Services			\$ 6,250	\$ 75,000
Landlord Recruitment			\$ 1,125	\$ 13,500
Office Supplies			\$ 83	\$ 1,000
Telephone			\$ 146	\$ 1,752
Utilities			\$ 350	\$ 4,200
Lease			\$ 2,000	\$ 24,000
Total Miscellaneous Direct Cost				\$ 171,912
TOTAL DIRECT COST				\$ 252,140
INDIRECT COST @15%				\$ 37,744
TOTAL PROGRAM COSTS				\$ 289,884
ANNUAL RETENTION				\$ 115,893
SUB-TOTAL (Contractor's Budget)				\$ 405,777
LANDLORD ASSISTANCE FEE				<u>\$ 122,250</u>
GRAND TOTAL				\$ 528,027

**HOUSING LOCATOR CONSULTANT SERVICES FOR GR
SINGLE ADULTS**

CONTRACTOR: Weingart Center Association

CONTACT PERSON: Troy Vaughn

CONTRACT PERIOD: 7//2006-6/30/2007

TELEPHONE NUMBER: 213-689-2117

FISCAL YEAR: 2006-2007

<u>Direct Cost</u>	FTE	Hourly Rate	Monthly Rate	Total Annual
Payroll				
Housing Specialist	100%	\$ 18	\$ 3,042	\$ 36,504
Housing Specialist	100%	\$ 18	\$ 3,042	\$ 36,504
Program Manager	10%	\$ 26.50	\$ 459	\$ 5,512
Contract Compliance Officer	20%	\$ 25	\$ 867	\$ 10,400
Bilingual Case Manager	50%	\$ -	\$ -	\$ -
Program Assistant	50%	\$ 13	\$ 1,127	\$ 13,520
Total Salaries and Wages	330%		\$ 8,537	\$ 102,440
Employee Benefits				
		No of Employees	Monthly Cost	Total Annual
Medical Insurance		2.8	\$ 214	\$ 7,190
Dental Insurance				
Life Insurance		2.8	\$ 6	\$ 202
Other (List)				
Total Benefits				\$ 7,392
Payroll Taxes				
FICA			\$ 653	\$ 7,837
SUI			\$ 105	\$ 1,263
Workers Compensation			\$ 641	\$ 7,689
Total Payroll Tax				\$ 16,789
Insurance			\$ 197	\$ 2,364
Miscellaneous Direct Costs				
Parking			\$ 168	\$ 2,011
Telephone			\$ 400	\$ 4,800
Mileage			\$ 1,000	\$ 12,000
Client Related Services			\$ 3,950	\$ 47,404
Equipment			\$ 400	\$ 4,800
Total Miscellaneous Direct Cost				\$ 71,015
GRAND TOTAL				\$ 200,000

REQUIRED FORMS

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".
- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

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

Notwithstanding any other section of this *Code*, the 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) 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 the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, 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 _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ 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 _____ and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, 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 _____ 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 _____ 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 _____ 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.*

_____ **(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 _____, 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.

Signature: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(PRINT Contractor Employee's Name)

Title: _____

Original: Contractor
Copy: Contractor Employee

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature Date

Name and Title of Signer (please print)

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 serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

 Name and Title of Signer

 Signature

 Date

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

CONTRACTOR EMPLOYEE JURY SERVICE**2.203.010 Findings.**

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation

and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION AGREEMENT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

EARNED INCOME CREDIT: 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, but the 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. 205904

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.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

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.

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 in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glória Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DEL RICHARDSON & ASSOCIATES, Inc.

FOR

HOUSING LOCATORS SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES

Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

July 2006

**CONTRACT
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**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DEL RICHARDSON & ASSOCIATES
FOR HOUSING LOCATORS SERVICES FOR
HOMELESS CALWORKS WELFARE-TO-WORK FAMILIES**

This Contract and Exhibits are made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles hereinafter referred to as County and Del Richardson & Associates, Inc, hereinafter referred to as "Contractor". Del Richardson & Associates, Inc. is located at 510 S. La Brea Avenue, Inglewood, CA 90301.

RECITALS

WHEREAS, the County may contract with private businesses for Housing Locators Services for Homeless CalWORKs Welfare-to-Work (WtW) Families when certain requirements are met; and

WHEREAS, County lacks the experience and resources necessary to provide Housing Locators Services; and

WHEREAS, Contractor is qualified to provide the required Housing Locators Services to Homeless CalWORKs WtW Families by reason of experience, preparation, organization, staffing, and facilities; and

WHEREAS, the Contractor is a private firm specializing in providing Housing Locators Services to Homeless CalWORKs WtW Families; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and 31000 and Welfare and Institutions Code Section 11320 et seg.

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

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P are attached to and form a part of this Contract.

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

- 1.1 ATTACHMENT A – Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B – Contractor Budget and Employee Benefits
- 1.3 ATTACHMENT C – Certification of Independent Price Determination
- 1.4 ATTACHMENT D – Invitation For Bid/Request for Proposal/Grounds For Rejection
- 1.5 ATTACHMENT E – Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F – Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- 1.7 ATTACHMENT G – Bidder's/Offeror's Nondiscrimination in Services Certification
- 1.8 ATTACHMENT H – Familiarity of the County Lobbyist Ordinance Certification
- 1.9 ATTACHMENT I – Attestation of Willingness to Consider GAIN/Grow Participant
- 1.10 ATTACHMENT J – Contractor Employee Jury Service
- 1.11 ATTACHMENT K – Charitable Contributions Certification
- 1.12 ATTACHMENT L – Certificate of No Conflict of Interest
- 1.13 ATTACHMENT M – Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement
- 1.14 ATTACHMENT N – DPSS Homeless Consent and Release Agreement
- 1.15 ATTACHMENT O – Earned Income Credit-Notice 1015
- 1.16 ATTACHMENT P – Safely Surrendered Baby

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8, Terms and Conditions, Sub-paragraph 8.42, Notices, and signed by both parties.

2.0 DEFINITIONS

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

BUDGET: The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

CONTRACT: Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACT MANAGEMENT DIVISION: The Department of Public Social Services' Division responsible for the Contract.

CONTRACTOR: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

CONTRACT MANAGER (CM): The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.

COUNTY CONTRACT ADMINISTRATOR (CCA): The County staff person with the responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

3.0 WORK

Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment A*.

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 USE OF THIS CONTRACT BY OTHER COUNTY DEPARTMENTS AND AGENCIES

The Contract proposes to secure services not only for DPSS' homeless CalWORKs WtW families but may also secure similar services for a similar purpose for other County departments and agencies, including but not limited to the; Department of Children and Family Services (DCFS), Community Development Commission (CDC), and Department of Mental Health (DMH). Should the departments and agencies wish to secure the services described herein, they may enter into a Contract directly with the Contractor(s). The Contractor has the option to provide or not to provide similar services to other departments' and agencies' homeless population.

The payment rate to provide services to the homeless CalWORKs WtW families as stated in Section 6.0, Contract Payment, will apply to other departments and agencies who wish to secure services from this Contractor. The Contractor and other departments and agencies shall not mutually agree to a higher rate.

5.0 TERM OF CONTRACT

The Contract term shall be for a period of one year (12 months) effective August 1, 2006, or one day following Board approval, whichever is later, and continuing through July 31, 2007, with County option to renew for two (2) additional one-year periods.

The Contract is subject to the County's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding the Homeless CalWORKs WtW Families Program and changes that eliminate or substantially reduce the County's legal requirements for the Homeless CalWORKs WtW Families Program.

6.0 CONTRACT PAYMENT

6.1 Basic Compensation

The Contractor will be compensated a Fee Per Successful Placement in the amount of two thousand U.S. Dollars (\$2,000) for placing homeless CalWORKs WtW families in affordable permanent housing. Placement commences as soon as participant moves in. Payment to the Contractor will be made in arrears on a monthly basis.

In addition to the Fee Per Successful Placement, Contractor shall be paid a one-time Retention Fee per family who remain in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this contract, the Retention Fee will therefore be one thousand U.S. Dollars (\$1,000) per family who remain in the same rental housing unit for six (6) consecutive months.

In addition to the Retention Fee, the **Contractor shall be paid a** one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

Contractor providing the homeless CalWORKs WtW Housing Locator Services shall be responsible for the **billing** of the one-time Retention Fee; and the billing and **disbursing** of the one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) to the Landlords of the properties once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in affordable permanent housing within six (6) months from the termination of the contract and has remained in the same rental housing unit for six (6) consecutive months which may be after the termination of the contract.

6.2 Maximum Contract Amount

6.2.1 The maximum amount payable for the Housing Locators Services for CalWORKs WtW Families shall not exceed four million three hundred sixty five thousand two hundred fifty U.S. Dollars

(\$4,365,250) for one (1) contract year. Any amount over the maximum shall not be paid by the County.

- 6.2.2 Contract expenditures that exceed the maximum amount shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.

6.3 Retention Fee and Landlord Assistance Fee

6.3.1 Contractor shall be paid a one-time Retention Fee per family who remain in the same rental housing unit for six (6) consecutive months. The Retention Fee is calculated at 50 percent of the Fee Per Successful Placement per family. Under this contract, the Retention Fee will therefore be one thousand U.S. Dollars (\$1,000) per family who remain in the same rental housing unit for six (6) consecutive months.

6.3.2 Additionally, the Contractor shall be paid a one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

The Contractor will then be responsible for paying the Landlord a one-time Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) once the homeless CalWORKs WtW family resides in the same rental housing unit for six (6) consecutive months. The Contractor will deposit the Landlord Assistance Fee in a non-interest bearing account and shall pay the Landlord within ten (10) business days from receipt of the fee from the County.

The one-time Retention Fee and the one-time Landlord Assistance Fee are to compensate the Contractor and the Landlord for assisting families who remain in the same permanent rental housing unit for six (6) consecutive months.

6.4 Payment Processing

6.4.1 Payments for the homeless CalWORKs WtW families placed in permanent housing will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

6.4.2 Contractor shall be paid a fixed fee per successful placement under this Contract less any offset authorized by this Contract or otherwise authorized by law based on the following:

6.4.2.1 Homeless CalWORKs WtW families two thousand U.S. Dollars (\$2,000) per successful placement.

6.4.3 Contractor shall prepare and submit an invoice for Homeless CalWORKs WtW Families (Technical Exhibit 5, Sample Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentations, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. The monthly invoice shall include the following billable costs:

- 1) The total Fee Per Successful Placements which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families successfully placed in affordable permanent housing in the month by the Successful Placement fee, which is two thousand U.S. Dollars (\$2,000).
- 2) The one-time Retention Fee which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Retention Fee which is 50 percent of the Fee Per Successful Placement per family which under this contract is, one thousand U.S. Dollars (\$1,000) per family who remain in the same rental housing unit for six (6) consecutive months.
- 3) The one-time Landlords Assistance Fee which is calculated by multiplying the verifiable number of homeless CalWORKs WtW families who were successfully placed in affordable permanent housing and have remained in the same rental housing unit for six (6) consecutive months by the Landlords Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family who remain in the same rental housing unit for six (6) consecutive months.

The monthly invoice shall reflect the one-time Retention Fee earned for the month and the one-time Landlord Assistance Fee disbursed for the month.

Contractor shall be responsible for the **billing** of the one-time Retention Fee; **billing** and **disbursing** of the one-time Landlord Assistance Fee to the landlords of the properties once the homeless CalWORKs WtW families resides in the same rental housing unit for six (6) consecutive months; and **verifying** the

payment of the Landlord Assistance Fee at the end of the six (6) month period.

Upon termination of the contract, Contractor may be entitled to receive a one-time Retention Fee and one-time Landlord Assistance Fee for each family who was placed in affordable in the same permanent housing within six (6) months from the termination of the contract **and** has remained in same rental housing unit for six (6) consecutive months which may be after the termination of the contract.

In addition to the above, the invoices shall include back-up documentation to validate the invoice amounts:

- Signed Rental Agreements;
- Proof that participants remained in the same rental housing unit for six (6) consecutive months to warrant a Retention Fee and a Landlord Assistance Fee; and
- Any other back-up documentation.

The County shall not be liable for billings submitted one (1) year after the placement services were rendered.

- 6.4.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 6.4.5 Contractor shall invoice and the County shall authorize payment for Housing Locator Services for Homeless CalWORKs WtW Families completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Housing Locators Services for Homeless CalWORKs WtW Families" on the invoice.
- 6.4.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 6.4.7 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

6.5 Prior Six-Month Expiration Notice

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

6.6 75 % Expenditure Notification

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

6.7 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.

6.8 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.

6.9 Withholding of Payment

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from 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.

7.0 ADMINISTRATION OF CONTRACT – COUNTY AND CONTRACTOR

7.1 County Administration

The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.1.1 County Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator (CCA) include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.7, Changes and Amendments of Terms;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

7.2 Contractor Administration

7.2.1 Contract Manager (CM)

The Contract Manager (CM) shall:

- Notify the County in writing of any change in the name or address of the Contractor's Manager; and
- Be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2.2 Approval of Contractor's Staff

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

7.2.3 Contractor's Staff identification

- CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the COUNTY Contract.
- If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's photo identification badge at the time of removal from working on the Contract.

7.2.4 Background and Security Investigations

7.2.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used by Contractor, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.2.4.2 County, at its discretion, may request that Contractor's worker be immediately removed from providing the service under this contract at any time during the term of the contract.

7.2.4.3 County may immediately deny or terminate County facility access to Contractor's staff that does not pass such

investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

- 7.2.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.2.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 TERMS AND CONDITIONS

The following are County's Standard Terms and Conditions that will become part of the final Contract.

8.1 ASSIGNMENT BY CONTRACTOR

- 8.1.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this 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 the Contract shall be deductible, at the County's sole discretion, against the claims which Contractor may have against the County.
- 8.1.2 Shareholders, partners, member, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3 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 the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the 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. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to provide all of the services set forth in the Contract.

8.5 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 from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the 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 securing federally funded contracts. Failure of the 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.

8.6 CHANGES OF ADDRESS

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

8.7 CHANGES AND AMENDMENTS OF TERMS

The County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.7.1 For any change, which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the Contract Manager (CM).

8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the Contractor except as provided in Section 8.7.4 herein below.

8.7.3 DPSS Director has the authority to exercise the option to renew this Contract prior to the expiration of the contract for two (2) additional one (1) year extensions without further action by the County Board of Supervisors. DPSS Director will provide the Board of Supervisors with reasonable notice prior to renewing this Contract.

8.7.4 DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

- 8.7.4.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
- 8.7.4.2 The Amendment is for a decrease in the Contract costs.
- 8.7.4.3 The County Board of Supervisors has appropriated sufficient funds in the DPSS' budget.
- 8.7.4.4 The Amendment is for an increase of no more than ten percent, cumulative for the term of the Contract, of the original Contract amounts, and is necessitated by additional and necessary services that are required for the Contractor to comply with changes in Federal, State, or County requirements.
- 8.7.4.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
- 8.7.4.6 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.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

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. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *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. Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

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

8.9 COMPLIANCE WITH CIVIL RIGHTS LAWS

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*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. Contractor shall sign and adhere to Attachment F, Contractor's EEO Certification and Attachment G, Contractor's Nondiscrimination in Services Certification with their contract.

In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment M and as directed by DPSS. Contractor shall sign and return the Resolution Agreement with their contract.

8.10 COLLECTIVE BARGAINING AGREEMENT

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.

8.11 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.11.1 The County Contract Administrator (CCA) will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.11.2 If the CCA requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

8.11.3 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.

Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of 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 five (5) business days of mailing to the complainant.

8.12 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as mutually agreed by County and Contractor), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to the County. Contractor shall continue to process work timely and accurately so that the operation is current at the expiration of Contract.

If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold fifty (50) percent to one hundred (100) percent of the last two (2) months' payments as liquidated damages.

8.13 COMPLIANCE WITH LAWS

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

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
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}

Contractor shall maintain all licenses required to perform the Contract.

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 limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

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

Contractor shall comply with all wages 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 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.

8.15 CONFIDENTIALITY

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

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case 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 Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

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

Documents for record and retention purposes in accordance with sub-paragraph 8.46, Records, of this Contract are to be maintained for a period of five (5) years.

8.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.16.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.16.2 Written Employee Jury Service Policy

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

8.16.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with the County. Contractor has received or will receive an aggregate sum of Fifty Thousand (\$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 the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (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 this Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

8.16.2.3 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 the 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 Jury Service 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 the Contractor demonstrates to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

8.16.2.4. Contractor’s violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor

from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.17 CONFLICT OF INTEREST

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

8.17.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.18 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, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.19 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

8.19.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (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.

8.19.2 As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractors who are unable to meet this requirement shall not be considered for this award.

8.19.3 Contractor shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, Attachment I, with their contract.

8.20 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the 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.

8.21 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, Attachment K, 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. (Los Angeles County Code Chapter 2.202).

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

8.22.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County

through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.22.2 As required by the County’s Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractors 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 CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.23 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFETY SURRENDERED BABY

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County will supply the Contractor with the poster to be used.

8.24 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 8.24.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.
- 8.24.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

- 8.24.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern 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.
- 8.24.4 If there is evidence that the Contractor may be subject to debarment, the County 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.
- 8.24.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.24.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.24.7 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 is in the best interests of the County.

8.24.8 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 (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.24.9 These terms shall also apply to subcontractor/subconsultants of Contractor.

8.25 COUNTY LOBBYISTS

Each person, by submitting a response to this Request for Proposals, certifies that such Proposer and each County lobbyist and County lobbying firm, as defined by *Los Angeles County Code, Section 2.160.010*, retained by the proposer, is in full compliance with *Chapter 2.160* of the *Los Angeles County Code*.

8.26 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.27 COVENANT AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement 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, County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.28 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's DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.29 DISCLOSURE OF INFORMATION

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 itself, the County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

- 8.29.1 Contractor shall develop all publicity material in a professional manner.
- 8.29.2 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, which identifies any individual by name or picture as an applicant for, or participant of services provided by DPSS.
- 8.29.3 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 8.29 shall apply.

8.30 EMPLOYMENT ELIGIBILITY VERIFICATION

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. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County or the Contractor by reason of the Contractor's failure to comply with the foregoing.

8.31 EMPLOYEE SAFETY

Contractor will assure that the Contractor's employees:

8.31.1 Are covered by an effective Injury and Illness Prevention Program.

8.31.2 Receive all required general and specific training on employee safety.

8.32 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 that 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.

8.33 GOVERNING LAW AND VENUE

This Contract shall be governed by and 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 Division.

8.34 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 performance.

8.35 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.

8.36 INDEPENDENT CONTRACTOR STATUS

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 Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

8.37 GENERAL 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 the County, and such coverage shall be provided and maintained at the Contractor's own expense.

8.37.1 Evidence of Insurance

Certificates or other evidence of insurance coverage satisfactory to the County shall be delivered to:

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Division – Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

prior to commencing services under this Contract. Such insurance certificates or other evidence shall:

- 8.37.1.1 Specifically identify this Contract.
- 8.37.1.2 Clearly evidence all coverage required in this Contract.
- 8.37.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.37.1.4 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.
- 8.37.1.5 Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the 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.

8.37.2 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 the County.

8.37.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract.

County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage and without further notice to the Contractor, County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.37.4 Notification of Incidents, Claims or Suits

Contractor shall report to the County:

8.37.4.1 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

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

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

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

8.37.5 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 the County, Contractor shall pay full compensation for all costs incurred by the County.

8.37.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

8.37.6.1 Contractor providing evidence of insurance covering the activities of subcontractors, or

8.37.6.2 Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.38 INSURANCE COVERAGE REQUIREMENTS

8.38.1 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

8.38.2 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".

8.38.3 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 claim and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.38.4 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 the 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 the 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

8.38.5 Crime Coverage

A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, or other property as applicable to this contract, for employee dishonesty, theft, disappearance and destruction, burglary or robbery, and naming the County as loss payee.

8.38.5 Property Damage

In the event the Contractor rents, leases or is loaned any County-owned real or personal property, the Contractor shall insure such property in the manners and amounts as follows:

8.38.5.1 Real Property

For the full insurable replacement value against the hazards of fire, floods and earthquakes, extended coverage, vandalism and malicious mischief and other property-related losses.

8.38.5.2 Personal Property

For the replacement cost against the hazards of fire, extended coverage, vandalism and malicious mischief.

8.39 LIQUIDATED DAMAGES

8.39.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted

from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.39.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

8.39.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

8.39.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

8.39.2.3 Upon giving five (5) Days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.39.3 The action noted in Sub-section 8.39.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.39.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.39.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.40 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.40.1 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.

8.40.2 If Contractor has obtained the 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:

8.40.2.1 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;

8.40.2.2 In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

8.40.2.3 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 the 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.

8.41 NONDISCRIMINATION IN EMPLOYMENT

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*). 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. 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.

8.41.1 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.

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

8.41.3 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.41 when so requested by the County.

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

8.41.5 If 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 County reserves the right to determine independently that the Equal Employment Opportunity (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.

8.41.6 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.

8.41.7 Contractor shall sign the form a Bidder's/Offeror's EEO Certification, Attachment F in this contract.

8.42 NOTICES

8.42.1 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 (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) 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.

8.42.2 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. County will give five (5) business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

8.42.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, 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 United States Post Office or substation thereof, or any public mail box.

8.42.4 Notices to the Contractor

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

8.42.5 Notices to the County

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

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Division, Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

8.42.6 Changes of Address

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

8.42.7 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.

8.43 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 O, in this contract.

8.44 OWNERSHIP OF DATA/EQUIPMENT

8.44.1 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 the Contractor pursuant to this Contract.

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

8.45 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data, reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the 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 8.45, shall survive the expiration or other termination of this Contract.

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

8.45.2 County shall not require the Contractor to provide any information that is proprietary to it; provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

8.46 RECORDS

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 8.47, Records Retention and Inspection/Audit Settlement, herein below.

8.47 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. 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. County reserves the right to conduct record inspection and audits with no advance notification to the Contractor when certain extenuating circumstances exist such as allegations of fraud or abuse. 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 Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.47.1** 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).
- 8.47.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.47 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.47.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County 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: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.47.4** Contractor agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt,

copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the County. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the Contractor for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. County may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

8.47.5 Other required documents to be retained include, but not limited to:

8.47.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.47.5.2. Confidentiality Agreement: “Contractor Employee Acknowledgment & Confidentiality Agreement.”

8.47.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor’s profession.

8.47.5.4. Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the Contractor for retention.

8.47.6 The County, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.

8.47.6.1. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) 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, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.

8.47.6.2. Failure on the part of the Contractor to comply with the provisions of this Section 8.47 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.48 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.

8.49 REMOVAL OF PERSONNEL

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any Contractor employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

8.50 RULES AND REGULATIONS

During the time that the Contractor's employees or agents are at the County facilities or off-site work locations, such persons shall be subject to the rules and regulations of the County facilities. It is the responsibility of the Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations.

8.51 SUBCONTRACTING

8.51.1 No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). 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.

8.51.2 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 affecting any increase in the amount provided for in the Contract.

The Contractor's request for approval to enter into a subcontract shall include:

- 8.51.2.1 A description of the service to be provided by the proposed subcontractor;
 - 8.51.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
 - 8.51.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
 - 8.51.2.4 A resume of the potential subcontractor's background and experience.
- 8.51.3** In the event that the County should consent to subcontracting, 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."*
- 8.51.4** 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.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.22, CONTRACTOR's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 8.54, Termination For Default of the CONTRACTOR.

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the 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 the Contractor's place of business. County's CSSD will supply the Contractor with the poster to be used.

8.53 TERMINATION FOR CONVENIENCE OF THE COUNTY

- 8.53.1** 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 thirty (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.
- 8.53.2** 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.
- 8.53.3** After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:
- 9.53.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - 9.53.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.53.4** After receipt of a Notice of Termination, Contractor shall submit to the County, in the form and with the certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
- 8.53.5** Upon termination of this Contract, Contractor shall deliver to the County all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 8.53.6** Upon termination of this Contract, Contractor shall comply with the provisions of Section 8.47, Records Retention and Inspection, herein above.

8.53.7 Subject to the provisions of Subsection 8.53.4, 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 to this Section 8.53. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. 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.

8.54 TERMINATION FOR DEFAULT OF THE CONTRACTOR

8.54.1 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:

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

8.54.1.2. 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 (3) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

8.54.2 In the event the County terminates this Contract in whole or in part as provided in this Section 8.54, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. Contractor shall be liable to the County for any incremental and excess costs for such similar services; or

8.54.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 8.54, it is determined for any reason that the Contractor was not in default under the provisions of this Section 8.54 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 8.53, Termination For Convenience of the County, herein above.

8.54.4 Upon termination of this Contract, the Contractor shall adhere to the termination provisions of Section 8.53 herein above.

8.55 TERMINATION FOR IMPROPER CONSIDERATION

- 8.55.1** County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.55.2** Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 8.55.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.56 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.

County shall make a good faith effort to notify the Contractor, in writing, of such non-appropriation at the earliest time.

8.57 TIMELY COMPLETION

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

8.58 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.

8.59 VERBAL DISCUSSIONS

The CM, 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.

8.60 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.

8.61 WARRANTY

Contractor warrants that all services performed hereunder will comply with Attachment A, 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.

Contractor shall, within twenty-four (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.

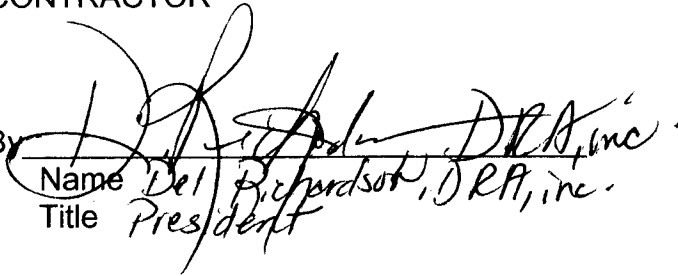
8.62 WARRANTY AGAINST CONTINGENT FEES

8.62.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized Officer(s), on this _____ day of _____, 2006.

CONTRACTOR

By 
Name Del Richardson, DRA, inc.
Title President

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

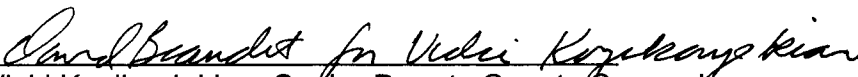
ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
CHIEF DEPUTY COUNTY COUNSEL

By 
Vicki Kozikoujikian, Senior Deputy County Counsel

**ATTACHMENT A: STATEMENT OF WORK AND TECHNICAL
EXHIBITS**

**STATEMENT OF WORK
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PREAMBLE

For over 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 Mission to enrich lives through effective and caring service and 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 services 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 Countywide 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop 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 strength-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; and
- 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; and
- 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 value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- 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

HOUSING LOCATOR SERVICES FOR HOMELESS CalWORKs WtW FAMILIES

1.0 OVERVIEW

The Department of Public Social Services (DPSS) requires Contractor with professional staff that can provide all management/administrative services to place homeless CalWORKs Welfare-to-Work (WtW) families with various special needs in affordable permanent rental housing in residential neighborhoods. Los Angeles County has seen escalating family homelessness due to various reasons: lack of affordable housing; poverty; loss of employment; low-paying jobs and labor market changes; changes in public assistance; mental and/or physical disabilities; substance abuse; domestic violence; changes in family structure; release from prison or other life situation.

Housing Locator Services under this Contract will operate under the guidance and direction of DPSS. CalWORKs WtW is a State program that is subject to State and County rules and regulations, and federal guidelines and standards.

Contractors shall provide innovative solutions to address the homeless CalWORKs WtW families' barriers and facilitate their placement in permanent affordable housing in residential neighborhoods. In working with homeless CalWORKs WtW participants, Contractor shall provide the services outlined in this Statement of Work (SOW) which details the services the Contractor is expected to provide during the term of the contract.

1.1 CASELOAD CHARACTERISTICS

County shall refer homeless CalWORKs WtW families' cases to CONTRACTOR based on the:

- Participants' eligibility;
- District Office where the homeless CalWORKs WtW family has reported to and claimed to be homeless; and
- Corresponding Service Planning Area (SPA) that DPSS District Office is located.

This caseload is composed of homeless CalWORKs WtW families of various cultures who speak different languages, are employed/unemployed, and may have varying work history/skills, and/or have other specialized needs (e.g., domestic violence, substance abuse

and mental health barriers). The currently required eight threshold language groups represented in this caseload include English; Spanish; Armenian; Chinese; Vietnamese; Cambodian; Russian; and Korean.

A description of the benefits available to CalWORKs WtW families, including the grant amount by family size, income disregard, and all CalWORKs homeless benefits, including amount and eligibility criteria can be found in Appendix C, Technical Exhibit 11 and Technical Exhibit 12. This information is critical to a potential housing locator's ability to assess their ability to help CalWORKs WtW families secure and retain permanent housing.

The projected flow of homeless CalWORKs WtW family referrals to the contractors can be found in Technical Exhibit 13. This Housing Locators Service Flowchart for referral of Homeless CalWORKs WtW families provides information on the referral and service process for homeless CalWORKs WtW families referred for Housing Locators Services.

In assisting this population of homeless participants to reach successful permanent placement in affordable permanent rental housing, Contractor is to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of stable, affordable housing
- Bad credit, no credit
- Eviction histories
- Low income
- Domestic violence, mental health, and/or substance abuse
- History of Incarceration
- Criminal background/history

1.2 CASELOAD PROJECTIONS

In the Housing Locators Services for Homeless CalWORKs WtW Families, Contractor is to use the caseload projections provided in Technical Exhibit 4, "Caseload Projections for Homeless CalWORKs WtW Families in Los Angeles County per SPA." The County projects to refer 10 percent of this caseload per month per SPA to the Contractor for services under this contract(s). The County shall provide caseload projections for each subsequent contract extension period.

Contractor will immediately inform the County if they determine that the referred family is unacceptable and will not be served by Contractor and can not continue the program. Contractor will also provide detailed information as to the reason Contractor has determined the family is unacceptable. DPSS CalWORKs Program Division staff will review and make the final approval of such determination. If DPSS CalWORKs Program Division staff concurs with the Contractor's reason(s) for not accepting the family, DPSS CalWORKs Program Division staff shall refer a replacement family to maintain the 10% per month referral caseload. If DPSS CalWORKs Program Division staff determines that the Contractor's decision of not accepting a family is not reasonable, Contractor shall accept and work with the subject family in the program.

Any disputes on the decision of accepting a family to the program shall be submitted to the Director of DPSS or his/her designee for resolution. The decision of the Director or his/her designee is final.

1.3 SCOPE OF WORK

Contractor shall meet the expectations as detailed in general in this Attachment A, Statement of Work. Contractor shall meet the specific needs of SPAs 1 through 3 and 5 through 8 and the expectations as detailed in this Attachment A, Statement of Work.

Contractor shall provide an environment that is businesslike, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming and assisting the homeless CalWORKs WtW families in finding permanent rental housing activities.

Contractor shall be able to work with all homeless CalWORKs WtW families individually. Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of these homeless services must be available and offered to homeless CalWORKs WtW families in their primary language, as approved by the County. When written materials are not available in the homeless families' primary language Contractor must either provide appropriate interpretive services or translate the materials in the homeless families' primary language, as approved by DPSS.

Contractor must be flexible in furnishing the necessary services to the homeless CalWORKs WtW families as the homeless program and families' needs change.

Contractor shall provide the above mentioned services and the following responsibilities:

- 1.3.1 Help homeless CalWORKs WtW families locate affordable permanent rental housing in residential neighborhoods they choose to live in: negotiate the rental agreement with the landlord; transport homeless CalWORKs WtW families to the rental location; move the homeless CalWORKs WtW families into affordable rental housing within sixty (60) calendar days from the referral date.
- 1.3.2 Conduct an initial intake and screening of the homeless CalWORKs WtW families to access the housing needs of the families within three (3) working days from date of Homeless Case Manager's (HCM) referral.
- 1.3.3 Place homeless CalWORKs WtW families (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's (HUD) Housing Quality Standards and complete the Housing Locator Housing Inspection/Screening Form, Technical Exhibit 7.
- 1.3.4 Assist homeless CalWORKs WtW families with special housing needs that comply with the Americans with Disability Act (ADA) requirements.
- 1.3.5 Maintain a database of owners/landlords, real estate property management companies, and/or other housing agencies willing to provide affordable, permanent rental housing to homeless CalWORKs WtW families.
- 1.3.6 Provide the landlords a brochure or informational fact sheet on the Housing Locator Service Program, which Contractor will develop, as approved by County. The brochure/informational fact sheet will include specific information about the social service support that the program provides to homeless CalWORKs WtW families/tenants and the support that the program provides for the landlord (e.g., how the program screens participants for tenant-readiness, etc.).
- 1.3.7 Negotiate with landlords to accept homeless CalWORKs WtW families as tenants on a month-to-month, six-month, or yearly lease/rental agreement.
- 1.3.8 Whenever possible, negotiate below-market rate rents for homeless CalWORKs WtW families.
- 1.3.9 Avert possible evictions by maintaining professional relationships with property owners and managers and promptly addressing their concerns.

1.3.10 Assist homeless CalWORKs WtW families overcome bad credit, no credit, and/or eviction histories.

1.3.11 Provide information and training to homeless CalWORKs WtW families on tenant rights and responsibilities including:

- √ How to communicate with landlord or property managers;
- √ When and how to report maintenance problems or disclosure of financial problems;
- √ Importance of paying rent and when and how it is permissible to withhold rent;
- √ How to keep financial and property maintenance records;
- √ Who is responsible for apartment/house maintenance;
- √ Resources for tenant rights and fair housing;
- √ Getting along with neighbors; and
- √ Crisis Resources (i.e., local programs, 2-1-1 or www.healthycity.org).

1.3.12 Advocate for the families when tenants' rights have been violated.

1.3.13 Train the families to advocate for themselves.

1.3.14 Notify HCM when a family indicates an interest in working or obtaining employment services.

1.3.15 Notify HCM when a family discloses a need for mental health, substance abuse or domestic violence services not previously disclosed to the County.

1.3.16 Maintain, control, and submit monthly reports for families referred for services and/or placed in permanent housing.

1.4 CONTRACTOR DUTIES

In addition to the above mentioned responsibilities, Contractor will also need to provide the following:

1.4.1 Agree to meet the family at the referring district office site, or at Housing Locator's designated home office, if the family is willing and able to commute.

- 1.4.2 Service the homeless CalWORKs WtW families in the families' primary language.
- 1.4.3 Obtain a signed Consent for Release of Information form (Attachment N) from the participant if one was not already faxed, allowing Contractor to discuss homeless CalWORKs WtW families' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent.
- 1.4.4 Transport and accompany homeless CalWORKs WtW families to potential rental housing when clients are unable to do so for themselves.
- 1.4.5 Inform the homeless CalWORKs WtW families, upon locating permanent housing, if they will be living in a building subject to rent stabilization or rent control.
- 1.4.6 Complete an unofficial housing inspection using the Housing Inspection/Screening Form, Technical Exhibit 7, prior to homeless family finalizing a rent/lease contract. All responses on the Basic Health and Healthy Safety requirements section should be checked as "yes", except for the last item, which should be "no". Should the rental unit fail in any of the basic health and safety requirements as listed in the housing inspection/screening form, families should not be placed in the unit until all of the basic health and safety requirements have been corrected.

If any of the items in the Housing Inspection/Screening Form, under the Basic Health and Safety Requirements section are checked "no", Contractor shall work with landlord to ensure the health and safety issues checked "no" are addressed prior to family moving in.
- 1.4.7 Assist homeless CalWORKs WtW families complete credit report, rental agreements and/or applications for affordable permanent housing.
- 1.4.8 Provide information to the landlords describing the Housing Locator Services provided by DPSS.
- 1.4.9 Maintain on-going communication with the referring district's HCM for review of homeless CalWORKs WtW families' housing plan progress.
- 1.4.10 Meet on a weekly basis with County's HCM to discuss progress/barriers/resolutions for homeless CalWORKs WtW families in obtaining permanent rental housing.

- 1.4.11 Assist homeless CalWORKs WtW families complete a one-time Customer Satisfaction Survey (Appendix C, Technical Exhibit 8).
- 1.4.12 Encourage the families to create support groups so that families can help each other through this process.
- 1.4.13 Ensure that all Contractor created forms be reviewed and approved by County prior to providing to participant and/or landlord.

1.5 CONTRACTOR MANAGEMENT SERVICES

In addition to the required services as mentioned above, the following services/responsibilities are required for the Contractor to perform for the duration of the contract period.

Contractor shall provide all management services necessary for the provisions as stated in this contract. Contractor's management services may include, but are not limited to:

- 1.5.1 Planning, coordinating, implementing and monitoring of these service deliveries.
- 1.5.2 Ensuring there are sufficient professional, experienced, and competent bilingual staff to administer the Housing Locator Services for CalWORKs WtW families in the requested non-English languages.
- 1.5.3 Providing County with standards used to certify fluency of staff providing services in languages other than English.
- 1.5.4 Ensuring key management staff is present and when there is a vacancy, replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of services are present and when there is a vacancy, replacements are made within thirty (30) days.
- 1.5.5 Ensuring staffing plan is in place to guarantee uninterrupted delivery of services during a staff reduction situation.
- 1.5.6 Ensuring that all required posters and materials are posted in Contractor's sites as directed by County, and are accessible to all homeless families and staff.
- 1.5.7 Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and

general concerns as needed. Either County or Contractor may request such a meeting.

1.6 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- Ensure County-approved posters are displayed, and posted on the Contractor facilities.
- Provide supervisory, administrative and direct services to the Contractor personnel to accomplish the services required under this Contract.
- Ensure the Contractor personnel performing Contract services herein shall be considered employees of the Contractor at all times.
- Have the sole right to hire, discipline, suspend or discharge personnel. At the sole discretion of DPSS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.
- Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing Housing Locator services or when conducting business with a family.
- Ensure Contractor staff providing direct services is:
 - ✓ Required to present oneself in a neat, businesslike appearance and behave in a professional manner;
 - ✓ Able to handle sensitive materials and perform confidential duties;
 - ✓ Able to multi-task;
 - ✓ Able to work both independently or within a team;
 - ✓ Able to communicate effectively using good judgment and diplomacy; and
 - ✓ Able to fluently read, write, speak, and understand English.

1.7 PERFORMANCE OUTCOME MEASURES

The Contract includes two (2) Performance Outcome Measures that will measure the Contractor's performance related to the Housing Locators Services for homeless CalWORKs WtW families. These measures will measure the Contractor's ability of placing homeless CalWORKs WtW families in permanent housing. Should there be a change in federal, State and/or County policies/regulations or the County determines the need for change, the County may amend these Outcome Measures via a contract amendment, as detailed in Section 8.7, Changes and Amendments of Terms.

These measures are as follows:

- For each SPA, Contractor shall maintain a minimum of **75 percent** placements of the Quarterly Average Placement Rate for all eight SPAs. To determine the Quarterly Average Placement Rate, the County will add all eight (8) SPA's placements for the quarter, divide by the number of months in the quarter and divide by the number of SPAs. This performance outcome will be measured quarterly during the contract term. The first quarter will be for the months of August, September and October 2006.
- Once the CalWORKs WtW families are placed in affordable housing, Contractor shall maintain **80 percent** of the placed CalWORKs WtW families in affordable permanent housing for six (6) consecutive months.

1.8 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The proposed Contract will include Performance Requirements Standards (PRS) that will measure the Contractors performance related to the homeless program and operational measures which include Administrative, Fiscal and Service Delivery.

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding AQL. The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in, Section 8.7.1.

2.0 COUNTY PERSONNEL

2.1 County Homeless Case Manager

County will designate Homeless Case Managers (HCM) who will:

- 2.1.1 Make referrals to the Contractor for housing locators services for homeless CalWORKs WtW families who are not currently receiving housing locators services from another entity funded by Los Angeles County.
- 2.1.2 Complete the PA 4036, "Referral to Housing Locator" form, review the "disclaimer note" on the form, and if homeless CalWORKs WtW families agree, has the adult of the household sign. In addition, the participant must sign the "Consent for Release of Information" form (Attachment N). Fax both forms to the Contractor for the initial intake and screening process.
- 2.1.3 Make referrals to the Contractor located within the SPA where the family first claims his/her homeless status.
- 2.1.4 Schedule an initial interview between Contractor and homeless CalWORKs WtW families to either meet at the district office or at the Contractor's home office if the family is willing and able to commute. The meeting shall take place within 3 working days of the date of HCM referral.
- 2.1.5 Schedule joint meetings, within seven (7) calendar days of the initial interview, with the adult family member and Contractor to discuss plans for obtaining affordable rental housing, program requirements, and the available homeless services/resources.
- 2.1.6 Meet weekly or as needed, with Contractor and families to address concerns, monitor and report on families' progress.
- 2.1.7 Assist Contractor in averting possible evictions by ensuring professional relationships between the families and Contractor in working with property owners and managers and promptly addressing their concerns.

2.2 Quality Assurance Evaluator (QAE)

County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the contract and monitor the Contractor's performance under the contract using the quality assurance procedures

established in Technical Exhibit 1, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

2.3 Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the contract. Monitoring may include Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring related to the contract's Statement of Work and Performance Requirement Standards.

3.0 CONTRACTOR PERSONNEL

3.1 Contract Manager (CM)

Contractor shall provide a CM, who shall be responsible for the overall day-to-day activities, management, and coordination of the Contract and act as liaison with County. The CM and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change of CM or alternate is made.

Contractor shall:

- Ensure the Contractor staff that works directly with homeless CalWORKs families population is provided training prior to performing services under this Contract. The training shall include, but not limited to:

- Civil Rights and cultural awareness training;
- Child and elder abuse and welfare fraud awareness and reporting training;
- Sexual harassment identifying and reporting training;
- Housing Rights/Renter/Landlord Rights; and
- Learning Disabilities Program training.

3.2 Contractor Staff

Contractor shall provide qualified staff who shall:

- Conduct intake, screening, and needs assessment to address the housing needs of the homeless CalWORKs WtW families.
- Assist homeless CalWORKs WtW families move into permanent rental housing within 60 days of referral.
- Coordinate and assist County's HCM to link the homeless CalWORKs WtW families with landlords ready to rent permanent housing, issue move-in funds and rental subsidy, if applicable.
- Provide the homeless CalWORKs WtW families with the following:
 - ✓ Landlord/tenant education;
 - ✓ Coach on how to communicate with potential landlords;
 - ✓ Transport to the potential rental property;
 - ✓ Advocate and refer to specific landlords willing to rent to homeless CalWORKs WtW families, securing releases of information from the adult participant to allow discussion of situations with property owners/managers;
 - ✓ Assist in overcoming bad credit, no credit, or eviction histories;
 - ✓ Assist in completing credit reports, rental agreements, and/or applications for low-income housing;
 - ✓ Information, resources, tools and skills to enable them to

overcome barriers, and enhance their chances of finding future affordable homes to rent should the family need to find another place to live;

- ✓ Verbal and written instructions and materials in the CalWORKs WtW families' appropriate threshold languages (i.e., English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, and Vietnamese).
- Create a folder for each homeless CalWORKs family. All folders shall contain, but are not limited to, the following:
 - ✓ Housing Locator services assessment for housing plan;
 - ✓ Families' consent for release of information form (Attachment N);
 - ✓ CalWORKs case history should include information qualifying the homeless families for the service of locating permanent housing (i.e., HCM referral forms); and,
 - ✓ Application.
- Perform Landlord Outreach for this Contract, including but not limited to:
 - ✓ Market the Housing Locator Services to landlords and maintain working relationships with participating landlords.
 - ✓ Establish a working relationship with landlords willing to rent to homeless CalWORKs WtW families.
 - ✓ Assist homeless CalWORKs WtW families in finding an appropriate property to rent.
 - ✓ Inform landlords that they will be paid, by the Contractor, a fixed Landlord Assistance Fee of seven hundred fifty U.S. Dollars (\$750) per family after the family remains in the property for six (6) consecutive months.
 - ✓ Inform landlords that although the family will receive the support of their agency and HCM staff, and are protected under housing rights/renters rights rules, the family must comply with their rental contract and must not violate their rent/lease agreement.

3.3 CM and Staff Qualifications

CM and Staff shall:

- 3.3.1 Have knowledge of the Los Angeles County housing market, particularly in the SPA that they propose to serve.
- 3.3.2 Have a minimum of two (2) years business experience assisting people in obtaining rental housing.
- 3.3.3 Must have the appropriate business license in a housing related field (i.e., realtor, etc.) to be able to provide housing assistance to homeless CalWORKs WtW families.
- 3.3.4 Passed a background check.

NOTE: Background checks shall include, but may not be limited to: DPSS Human Resources Division fingerprinting process, employment history, criminal records, validity of education, applicable licenses, and DPSS welfare fraud clearance. Findings shall be kept on file and made available to the County upon request.

- 3.3.5 Contractor staff must be fluent/competent in reading, writing, speaking and understanding English and have at least one staff that is fluent/competent in reading, writing, speaking and understanding Spanish as well as all currently required threshold languages (Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish, and Vietnamese).
- 3.3.6 Contractor may access the County's Language Line Services for other languages other than English and Spanish, upon approval by DPSS or upon Contract start-up.

4.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan to assure the County a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by the County, shall be submitted to the County Contract Administrator (CCA) within thirty (30) calendar days from the effective date of this contract. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to the following:

- 4.1 Method for assuring that professional staff rendering services under this Contract has qualifying experience;
- 4.2 Method for monitoring to ensure that Contract requirements are being met;
- 4.3 Method for monitoring subcontractors, if any, for compliance and quality of services;
- 4.4 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 4.5 Method for submitting a grievance for proper review and resolution;
- 4.6 Method for assuring that confidentiality of homeless applicant's information is maintained; and
- 4.7 A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was first addressed, and the corrective action taken, shall be provided to the County upon request.

5.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 8, Terms and Conditions, Sub-paragraph 8.26, County Quality Assurance Plan.

5.1 Performance Evaluation Meetings

The CCA and the CM shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The CM and CCA shall sign this statement. Should the CM not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items.

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 action items as written. If any dispute is still unresolved, the decision of the DPSS Director will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

5.2 Contract Discrepancy Reports (CDR)

Verbal notification of a contract discrepancy will be made to the CM or designee as soon as possible whenever a contract discrepancy is identified. The CM shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report (CDR) (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

6.0 HOURS OF OPERATION/HOLIDAYS

Contractor shall be required to provide services Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County's holidays to the Contractor within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

Contractor is allowed to have a maximum of two (2) days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide the services stated under this contract. To request these days, Contractor shall submit a written request to County, no less than fifteen (15) days in advance of the requested dates. County approval is required in order to take the requested dates. County will not provide any compensation for time invested in these activities.

7.0 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

7.1 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided the County.
- 7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - Must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment (Technical Exhibit 9) in the participants' primary language.
 - Maintain a log of civil rights complaints.
 - CMs will act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and Civil Rights and Customer Relations (CRCR) Section.
 - All CCM/CRLs must forward all PA 607s to the CCA within two (2) business days.
 - CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR and shall adhere to the Civil Rights Complaint Flowchart Contractor Process (Technical Exhibit 10).

8.0 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Preamble. The Customer Services Program must be approved by County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Section 8.7.1.

9.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the contract only, and solely for the performance of this contract. County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

9.1 Training

County shall provide training to Contractor staff to include, but not limited to, the following:

- Civil Rights training may be through direct training by County trainers or through a "train-a-trainer" program as agreed upon by County.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

9.2 Materials

County shall supply the following materials:

- All mandated pamphlets and posters;
- A supply of civil rights complaint form, PA 607, DPSS Operations Handbook, Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Services and all other documents required by this Contract with which the Contractor must comply;
- Safely Surrender Baby Law fact sheet; and
- List of County-observed holidays.

10.0 CONTRACTOR FURNISHED ITEMS

10.1 Facilities

10.1.1 Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from the County office. Technical Exhibit 14 provides a listing of the County's DPSS Offices and their locations.

10.1.2 Contractor shall provide sufficient work area large enough to accommodate private cubicles for one Contract Staff and a homeless family size of two (2) to four (4).

10.1.3 Contractor's headquarters office or off-site office location shall be within the SPA area where Contractor is to provide services.

10.1.4 Contractor shall provide no cost parking space for homeless CalWORKs WtW families at each Contractor facility.

10.2 Equipment/Supplies/Materials

Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

10.3 Transportation

Contractor shall ensure transportation for the family for the initial meeting with landlord and/or to potential rental property. Contractor facilities shall be in close proximity to the County offices and shall be within one-hour travel time using public transportation from the County office. Technical Exhibit 14 provides a listing of the County's DPSS Offices and their locations.

11.0 MEETINGS

11.1 Weekly Meetings

County and Contractor shall meet weekly to discuss progress/barriers/resolutions for homeless CalWORKs WtW families in obtaining affordable permanent rental housing.

11.2 Monthly Meetings

Designated County and Contractor staff shall meet monthly to evaluate the program progress and make change recommendations to procedures, as necessary.

12.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

13.0 RECORD KEEPING

13.1 Contractor shall maintain retrievable records relating to each homeless CalWORKs WtW families serviced under this contract. The records shall be kept in a folder, identifiable by homeless CalWORKs WtW families' name and case number. These records shall include, but not limited to, the following:

13.1.1 Referral criteria forms to determine eligibility to the Housing Locator Services.

13.1.2 Identify Homeless CalWORKs WtW families' Primary Language.

13.1.3 Participation Agreement.

13.1.4 Services provided start date.

13.1.5 Date permanent housing found and homeless participant moved in.

13.1.6 When and why the rental agreement was terminated.

13.2 Contractor shall maintain all records at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later.

14.0 REPORTING TASKS

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

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

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.
- Any other ad hoc statistical reports as requested by the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County in a mutually agreeable time period.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- Additional information may be required at County discretion.

14.1 Homeless CalWORKs WtW Families Reporting Tasks

- Number of homeless CalWORKs WtW family cases referred by HCM to include family's name and case number.
- Number of homeless CalWORKs WtW families that were placed in permanent housing within 60 days of referral.
- Number of homeless CalWORKs WtW families that remained in the rental housing units for at least six (6) consecutive months.
- Number of homeless CalWORKs WtW families that were referred for services but remain homeless and why.
- Number of homeless CalWORKs WtW families signing lease agreements and the length of lease.
- Number of homeless CalWORKs WtW families in which money management counseling was provided.
- Number of homeless CalWORKs WtW families assisted in overcoming barriers to permanent housing (credit, eviction history, etc.).

- Number of “shows” and “no-shows” at intake appointments after referrals.

14.2 Customer Satisfaction Survey

Contractor shall ask each assisted homeless CalWORKs family to complete a one-time Customer Satisfaction Survey (Technical Exhibit 8) and submit copies to DPSS with the MMR and Monthly Invoice.

15.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by CCA for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an “error” and will adversely affect the Contractor’s performance rates as measures in Technical Exhibit 1 and described throughout this Statement of Work. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant’s confidentiality.

16.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing home search for permanent housing to the homeless if:

- There is NO charge to County;
- Participant’s confidentiality rights are protected;
- Services are within allowable time frames; and
- Homeless CalWORKs WtW families’ participant progress is monitored by Contractor.

APPENDIX C
TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

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

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
3. 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 a liquidated damages deductions or points (Column 3 of chart).

4. Indicates the method of monitoring the services (Column 4 of chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and 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 CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the CM. The CM is required to:

1.4.1 Respond to the CDR within ten (10) workdays.

1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at 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.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

An *Unsatisfactory Performance Indicator (UPI)* dollar amount assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident is to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 5 = 600$ points

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

1.6 REMEDY OF DEFECTS

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

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform with the requirements of this Contract, County shall have the option to apply the following nonperformance remedies:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Assess penalty amounts for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL.
- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 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) workdays shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 8.53, Termination for Convenience of the County.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section 8.41 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0.0%	User complaint; on-site review	50 points per incident.
SOW Section 4.0 - Quality Control Plan	Contractor provides revisions to QC Plan upon CCA requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained.	0.0% 0.0%	Review of revised plan. Review of records maintained.	50 points per day late. 5 points per item deficient. 50 points per incident.
SOW Section 1.3 - Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the Housing Locaters services must be available and offered to homeless CalWORKs WtW families in their primary language. When written materials are not available in the homeless families' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless families' primary language, as approved by DPSS.	Review indicates compliance such as notices posted in Contractor facilities.	0.0%	Notices posted; on-site review	50 points per incident.
SOW Section 3.0 - Placement of CalWORKs WtW families	Assist and place homeless CalWORKs WtW families (within 60-days of referral date) in affordable, permanent rental housing, which meets health and safety codes according to Housing and Urban Development's (HUD) Housing Quality Standards	Placement of CalWORKs WtW families (within 60-days of referral date)	0.0%	Review of reports and referral logs. Review of cases; interview of participants.	20 points per day past 60 days of referral date.
SOW Section 1.7 - Performance Outcome Measures	For each SPA, place no less than 75% of the Countywide Quarterly Average Placement Rate.	Countywide Quarterly Average of Placement Rate under the Housing Locaters Services for CalWORKs WtW Families Program.	0.0%	Review of placements and referrals reports. Review of MMR reports Case Reviews	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW Section 1.7 -</u> Performance Outcome Measures	Contractor shall maintain 80% of the placed CalWORKs WtW families to remain in affordable permanent housing for six (6) consecutive months.	Countywide Quarterly Average of Placement Rate under the Housing Locators Services for CalWORKs WtW Families Program.	0.0%	Review of placements and referrals reports. Review of MMR reports Case Reviews	Initiate CDR for corrective action plan.
<u>SOW Section 1.3.11 -</u> Information and training	Contractor shall provide information and training to homeless CalWORKs WtW families on tenant rights and responsibilities.	Information and training to homeless CalWORKs WtW families provided by Contractor.	0.0%	Random Sample, On-site Observation. MMR reports.	20 points per incident.
<u>SOW Section 1.4.3 -</u> Consent for release of information form – Attachment N	Obtain a signed consent for release of information form from the participant allowing Contractor to discuss homeless CalWORKs WtW families' pertinent, confidential information with potential owner or owner's representative such as landlord or property leasing agent, only if County has not provided one.	Copy of signed consent for release of information form in contractor files.	0.0%	Review of records.	25 points per error.
<u>Required Forms Attachment E</u> Confidentiality	Employee Acknowledgement & Confidentiality Agreement signed by the employee.	Copy of agreement in contractor files and no unauthorized release of information.	0.0%	Random sample	25 points per error.
<u>SOW Section 14.0 -</u> Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0.0%	Review of reports and invoice.	20 points per each day late.
<u>Section 9.0</u> Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0.0%	Random Sample. On-site, telephone.	20 points per incident

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CCA

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____

SERVICE PLANNING AREAS County of Los Angeles



CASELOAD PROJECTIONS FOR HOMELESS CalWORKs WELFARE-TO-WORK FAMILIES
IN LOS ANGELES COUNTY PER SPA

FEBRUARY 2006

SPA	Languages									Total
	English	Spanish	Armenian	Cambodian	Chinese	Korean	Russian	Vietnamese	Other	
1	214	3	0	0	0	0	0	0	0	217
2	241	8	1	0	0	0	0	0	0	250
3	482	10	0	0	1	0	1	0	1	495
4	148	15	0	1	0	2	1	1	2	170
5	144	1	0	0	0	0	0	0	0	145
6	659	10	0	0	0	0	0	0	0	669
7	300	15	0	0	0	0	0	0	0	315
8	537	6	0	0	0	0	0	0	0	543
Total	2725	68	1	1	1	2	2	1	3	2804

Information and Statistical Services Section

CALWORKS WTW FAMILIES CASELOADS USING A DISTRICT ADDRESS OR SHELTER AS A PRIMARY ADDRESS AND PRIMARY LANGUAGE BY SPA

SAMPLE MONTHLY INVOICE
HOUSING LOCATOR SERVICES
FOR
HOMELESS CALWORKS WTW FAMILIES

Date: _____

Service Month: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS:

TAXPAYER ID NUMBER: _____

TELEPHONE NUMBER:

	# of families	X	Rate	=	Total
I. Fees Per Successful Placement *Number of Families placed this month.	_____	X	<u>\$2,000</u>	=	_____
II. One-Time Per Placement Contractor's Retention Fee: *Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement.	_____	X	<u>\$1,000</u>	=	_____
III. One-Time Per Placement Landlord Assistance Fee *Number of families placed in permanent housing and remain in the rental housing unit for six (6) consecutive months following the month of placement.	_____	X	<u>\$ 750</u>	=	_____

*** NOTE: Back-up documents are needed.**

 CONTRACTOR SIGNATURE

 Date Signed

FOR DPSS USE ONLY

 County Contract Administrator Signature

 Date Signed

 DATE INVOICE RECEIVED

 DATE SUBMITTED TO FMD/FISCAL OPERATIONS

REFERRAL TO HOUSING LOCATORS (HL)

(To be completed by the district Homeless Case Manager (HCM) initiating referral for participant):

To: HOUSING LOCATORS	From:
HL Office:	HCM District Office:
Telephone Number:	Date/Time:
Fax number:	Fax Number:
Note: Attach current LCSD screen to the referral form.	

CASE INFORMATION AND SERVICE REQUEST		
Case Name:	Case Number:	Primary Language:
Payee Name:	Social Security Number:	Number of persons in the household:
Telephone or message phone number:		No. Adults: _____
HCM has verified that family is CalWORKs eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No		No. Children: _____
HCM has verified that family is WtW eligible: <input type="checkbox"/> Yes <input type="checkbox"/> No		Family members with disabilities _____

CURRENT FAMILY INFORMATION
Address:
<input type="checkbox"/> Motel/Hotel <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Staying with friends/relatives <input type="checkbox"/> Transitional Housing <input type="checkbox"/> District Office - No mailing address <input type="checkbox"/> Other: _____

CURRENT HOUSING SITUATION (Please provide as much information as possible to allow HL to contact family.) <hr/> <p>Disclaimer note: I understand, that although DPSS has contracted with the Housing Locator to which I am being referred, the County is in no way a party to the rental agreement I may ultimately enter in with my landlord.</p> <p>Participant Signature: _____ Date: _____</p>

HOUSING LOCATOR HOUSING INSPECTION/SCREENING FORM

Family Name: _____ Date: _____

New Address: _____

Rent Amount: _____ Move-in Cost: _____ Number of Bedrooms: _____

Unit Type: SFD Mobile Home Duplex Multi-Family Apartment Condo

Terms of Rental Agreement:

Furnished Unfurnished Month-to-month 6-month lease Annual

Persons named in lease/contract: _____

Appliances included: Stove Refrigerator Dish Washer Waste-Disposal
Utilities/services paid: Gas Electric Water Trash None

Landlord Name: _____ Phone: _____

Address: _____

Owner Name: _____ Phone: _____

Address: _____

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

- Yes No - Building and yard free of rubbish, debris
- Yes No - Floor appears in good condition
- Yes No - Interior walls and ceilings in good condition
- Yes No - Adequate Lighting in building
- Yes No - Plumbing fixtures are in working condition
- Yes No - Hot and cold running water is available
- Yes No - Adequate emergency exits in building
- Yes No - Each bedroom has at least one window
- Yes No - Minimum ceiling height of 7 ½ feet for all habitable rooms
- Yes No - Safe and adequate heating facilities
- Yes No - Electric wiring appears in good condition
- Yes No - No fire hazards
- Yes No - Windows and doors adequately screened
- Yes No - Stairs and stair rails in good condition
- Yes No - Smoking alarms in working order
- Yes No - Hot water heater is safe and accessible
- Yes No - Unit appears structurally sound
- Yes No - Unit has a kitchen, bathroom and at least one room for living/sleeping room
- No Yes - The site is subject to serious adverse environmental conditions (i.e., poor sewer drainage, fire hazards, flood, etc.)

Inspected by: _____

**LOS ANGELES COUNTY HOMELESS CALWORKS FAMILIES
HOUSING LOCATOR SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to your Housing Locator service agency office or CalWORKs district Homeless Case Manager, or simply return it by mail.

<u>Homeless Case Manager (HCM)</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
<u>Housing Locator (HL) Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
<u>Housing Locator Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in locating permanent housing.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet my needs. (Please indicate why in the comments' section below).
Comments: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			

Name (Optional)

Service Agency

Date (Required)

Postage
Stamp
Required

Department of Public Social Services
CalWORKs Program Division
12820 Crossroads Parkway South - West Annex
City of Industry, California 91731-3411
Attn: Housing Locator Program Manager

COMPLAINT OF DISCRIMINATORY TREATMENT

TO : DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS AND LANGUAGE SERVICES SECTION
12880 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME :

CASE NUMBER:

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

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURENCE : _____

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

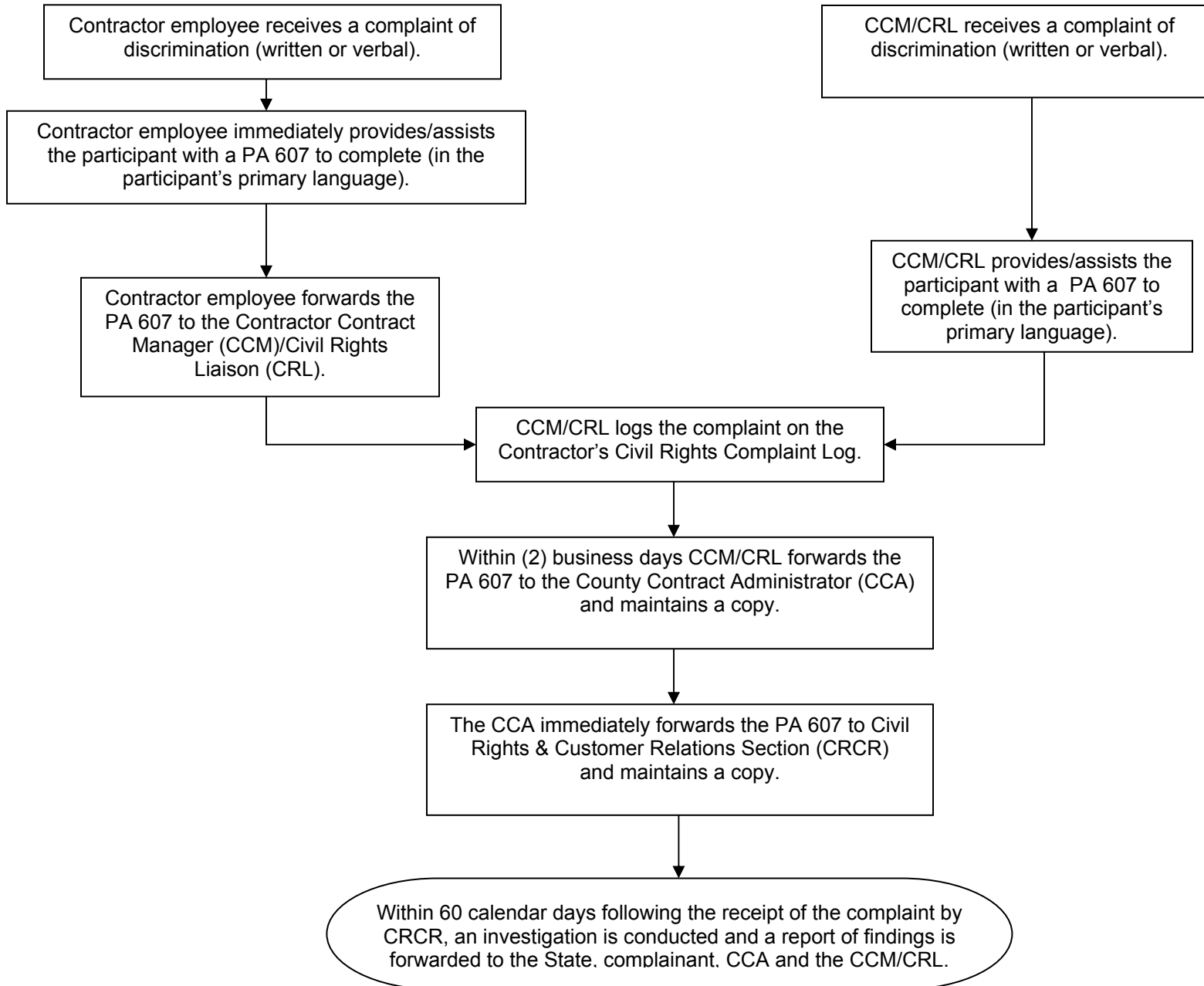
THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS :

I WISH TO HAVE THE FOLLOVING CORRECTIVE ACTION TAKEN :

(SIGNATURE) (DATE) ADDRESS : _____

TELEPHONE : _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



CalWORKs Payment Standards & Income Disregards

August 1, 2005 to June 30, 2007

FAMILY SIZE	MBSAC	INCOME LIMIT	CASH AID	80% OF CASH AID
1	469	\$558	\$359	\$318
2	769	\$858	\$584	\$522
3	953	\$1,042	\$723	\$646
4	1,133	\$1,222	\$862	\$769
5	1,293	\$1,382	\$980	\$875
6	1,453	\$1,542	\$1,101	\$983
7	1,596	\$1,685	\$1,210	\$1,080
8	1,739	\$1,828	\$1,318	\$1,178
9	1,885	\$1,974	\$1,424	\$1,273
10 or more	2,046	\$2,135	\$1,530	\$1,367

Disregards:

An **applicant** who is working receives a deduction/disregard of \$90.00.

Example:

$$\begin{array}{r}
 \$500.00 \text{ (earned)} \\
 - \underline{90.00 \text{ (disregard)}} \\
 \$410.00 \text{ (countable income)}
 \end{array}$$

When a **participant** is working a deduction/disregard is applied to the gross earnings received from commission, wages, salaries including the value of any in-kind earned income in the amount of \$225 and 50% to the remaining earned income.

Example:

$$\begin{array}{r}
 \$800.00 \text{ (earnings)} \\
 - \underline{225.00 \text{ (disregard)}} \\
 \$575.00 \\
 - \underline{50\% \text{ (disregard)}} \\
 \$287.50 \text{ (countable income)}
 \end{array}$$

An **applicant** who is self-employed (i.e., baby-sitter, day-labourer, housekeeper, etc.) must choose a deduction/disregard of either 40% of self-employed income (standard business expense deduction) or actual verified self-employment expenses.

Example:

$$\begin{array}{r}
 \$500.00 \text{ (self-employed)} \\
 - \underline{40\% \text{ (standard deduction)}} \\
 \$200.00 \text{ (countable income)}
 \end{array}
 \quad \text{or} \quad
 \begin{array}{r}
 \$500.00 \text{ (self-employed)} \\
 - \underline{320.00 \text{ (verified expenses)}} \\
 \$180.00 \text{ (countable income)}
 \end{array}$$

DPSS Housing Program (HP) Comparative Chart

TECHNICAL EXHIBIT 12

	HA	EAPE	MA	Diversion	HRP	THAP+14
Dollar Amount	<p>Temporary Shelter: \$40 per night up to four eligible members. \$10 for each additional eligible member up to a total of \$80 per night. (Up to 16 consecutive days.)</p> <p>Permanent Housing: As long as the AU's share of the rent is no more than 80% of MAP, the Permanent Housing payment cannot exceed two times the rent (before subsidies).</p>	<p>Up to \$2000 for delinquent rent and/or utilities for up to two months in arrears.</p> <p>NOTE: For details on EAPE payments to cover current month's rent to prevent eviction, see "Eligibility Requirements."</p>	<p>Up to \$2000 for moving expenses, stoves and/or refrigerators, and for time-limited participants only, included in the \$2000 limit, up to the amount of the adult portion of the reduced grant for two months, so that families can remain in their current residence while they look for less costly housing.</p>	<p>Lump sum payment. -Standard: up to \$2000 or the amount(s) equivalent to the AU's MAP amount for three months, whichever is greater, based on the AU's size. -Compelling Need: up to \$4000 or the equivalent to the AU's MAP amount for six months, whichever is greater, based on the AU's size.</p>	<p>Up to \$1500 for the Housing Relocation subsidy and an additional up to \$405 for the purchase of a stove and/or refrigerator. Total maximum payment: \$1905</p>	<p>\$40 per night up to four eligible members. \$10 for each additional eligible member up to a total of \$80 per night. (Up to 14 days.)</p>
Frequency	<p>-Eligible to receive HA once-in-a-lifetime without having to verify why they are homeless.</p> <p>-May qualify for future HA only if can provide verification that homelessness is the result of a natural disaster (no limit), domestic violence, former home uninhabitable or physical/mental illness (every 12 months).</p>	<p>-Eligible to request EAPE funds as needed up to the \$2000 limit.</p>	<p>-Eligible to receive MA once-in-a-lifetime.</p> <p>-May qualify for future MA payments with verification that need is the result of a natural disaster, domestic violence, former home becoming uninhabitable, or a physical/mental illness.</p>	<p>\$4000 annually \$10,000 in a lifetime</p>	<p>One-time only.</p>	<p>Eligible to receive THAP+14 once-in-a-lifetime without having to verify why they are homeless.</p> <p>-May qualify for future THAP+14 only if can provide verification that homelessness is the result of a natural disaster (no limit), domestic violence, former home uninhabitable or physical/mental illness (every 12 months).</p>
Income Threshold	Rent is within 80% of MAP	None	Rent is within 80% of MAP	N/A	Rent is within 60% of the total HH income.	Must not have more than \$100 in liquid resources on hand at the time of application.
Site visits	None	None	None	None	None	None
Evidence of Property Availability and Cost	<p>-Rental written agreement. -Telephone call to landlord (if rental agreement is questionable or not provided). -PA853, Affidavit.</p>	<p>-Rental written agreement. -Telephone call to landlord (if rental agreement is questionable or not provided). -PA853, Affidavit.</p>	<p>-Rental written agreement. -Telephone call to landlord (if rental agreement is questionable or not provided). -PA 853, Affidavit.</p>	<p>-Rental written agreement. -Telephone call to landlord (if rental agreement is questionable or not provided). -PA853, Affidavit.</p>	<p>-Rental written agreement. -Telephone call to landlord (if rental agreement is questionable or not provided). -PA853, Affidavit.</p>	N/A
Property Information Verification	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	Call the Property Services Hotline at (626) 854-4732 . FAX: (626) 913-1896 or 964-4272	N/A
Eligible Population	Applicants apparently eligible for CalWORKs and CalWORKs participants. (Note: For permanent housing, CalWORKs must be approved.)	Applicants apparently eligible for CalWORKs, families on CalWORKs, and families who went off CalWORKs due to time limits.	Families on CalWORKs, and families who went off CalWORKs due to time limits. (Note: Applicants are not eligible for the MA program.	CalWORKs applicants (who meet the criteria of "apparent eligibility") only.	CalWORKs applicants and participants working 20 or more hours per week or with a documented offer of employment for 20 hours or more per week and in compliance with GAIN/RITE program requirements.	Be apparently eligible for CalWORKs, be receiving CalWORKs or has exhausted the CalWORKs 60-Month Time Limit, is a DV victim and has signed a DV waiver. NOTE: GAIN exempt and "Child Only" cases are not eligible to these benefits.
Definition of Homeless	<u>Physically</u> lacks a fixed and regular nighttime residence, shares a residence with other family or friends on a <u>temporary</u>	N/A	N/A unless the participant is homeless, then same as HA.	N/A	N/A	<u>Physically</u> lacks a fixed and regular nighttime residence, shares a residence with other family or friends on a <u>temporary</u>

DPSS Housing Program (HP) Comparative Chart

TECHNICAL EXHIBIT 12

	basis, or resides in a temporary shelter, commercial establishment, or transitional housing.					basis, or resides in a temporary shelter, commercial establishment, or transitional housing.
Eligibility Requirements	<p>Temporary:</p> <ul style="list-style-type: none"> -Apparently eligible/receiving CalWORKs. -Must meet the definition of "homeless." -Have less than \$100 in cash. -Must obtain temporary shelter from a commercial establishment or a person with a history of renting properties and provide verification. -must be seeking permanent housing and provide verification. <p>Permanent:</p> <ul style="list-style-type: none"> -CalWORKs must be approved prior to a permanent housing payment. -Family's share of the rent cannot exceed 80% of the AU's MAP. -Payment cannot exceed two times the total rent (participants may pay any overage). Additional funds can be issued for needy utility deposits (gas, electricity or water). 	<ul style="list-style-type: none"> -Apparently eligible/receiving CalWORKs, and CalWORKs timed-out participants. -Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations. -Must demonstrate that they are experiencing a financial crisis. -Must provide proof of financial hardship. - (For current month's rent) Must provide proof of eviction or 3-day notice to pay or quit in addition to demonstrate financial hardship. 	<ul style="list-style-type: none"> Receiving CalWORKs and CalWORKs timed-out participants. -Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations. - Families who are homeless or at-risk of homelessness may qualify for the MA funds. -Must demonstrate that they are experiencing a financial crisis. -Must provide proof of financial hardship. - If homeless, must exhaust all other means of assistance including Homeless Assistance (if eligible). 	<ul style="list-style-type: none"> -Have an unexpected, one-time problem. -Be eligible for CalWORKs financially, plus have a valid ID and proof of legal immigration status. -Have a steady work history, a good earning potential, or a likelihood of finding a job. -have stable housing or childcare (unless that is what you need help with). -have no significant barriers to employment, such as problems with mental health or substance abuse. <li style="padding-left: 20px;">➤ County makes final decision. (Note: Applicant has the option to accept Diversion or receive CalWORKs.) 	<ul style="list-style-type: none"> -Active employment or a documented offer of employment of at least 20 hrs. per week. -Current participation in, and compliance with, the GAIN/RITE Program requirements. (Note: Participants working 32/35 hrs. per week are not required to participate in the GAIN/RITE programs as they are already meeting welfare-to-work requirements. In addition, a participant who has been granted or qualifies for an exemption is not required to participate for the duration of his/her exemption.) -The need to relocate to access employment, childcare, or transportation (based on documented one-way travel time/distance to/from work, childcare, or both). 	<ul style="list-style-type: none"> -Apparently eligible/receiving CalWORKs. -Must meet the definition of "homeless." -Have less than \$100 in cash. -Must obtain temporary shelter from a commercial establishment or a person with a history of renting properties and provide verification -must be seeking permanent housing and provide verification. -Must be employed or participating in welfare-to-work services (GAIN). -If time-limited, must be employed or participating in Post Time-Limited (PTL) Services.
Processing Timelines	<p>Temporary:</p> <ul style="list-style-type: none"> -Initial payment same day as the request. -Subsequent payments may not be issued for more than seven (7) days worth of temporary shelter at a time up to 16 consecutive days. <p>Permanent:</p> <ul style="list-style-type: none"> -One (1) workday after receipt of all required verification/documentation. 	<ul style="list-style-type: none"> One (1) workday after receipt of all required verification/documentation. 	<ul style="list-style-type: none"> One (1) workday after receipt of all required verification/documentation. 	<ul style="list-style-type: none"> One (1) workday after receipt of all required verification/documentation. 	<ul style="list-style-type: none"> One (1) workday after receipt of all required verification/documentation. 	<ul style="list-style-type: none"> Same day as the request in increments of 7 days at a time. NOTE: THAP+14 payments do not need to be consecutive if good cause is established.
Method of Payment	<p>HA payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p> <p>NOTE: All Homeless Assistance payments must be issued on LEADER via "Special Payments."</p>	<p>EAPE payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>MA payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>Directly to the participant, or if the Diversion payment is greater than MAP for the AU, or the payment is for a vendor or merchant, as a two-party check.</p>	<p>HRP payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>	<p>THAP+14 payments are issued on-line directly to the participant. In certain situations, payments may be issued as a two-party vendor check.</p>

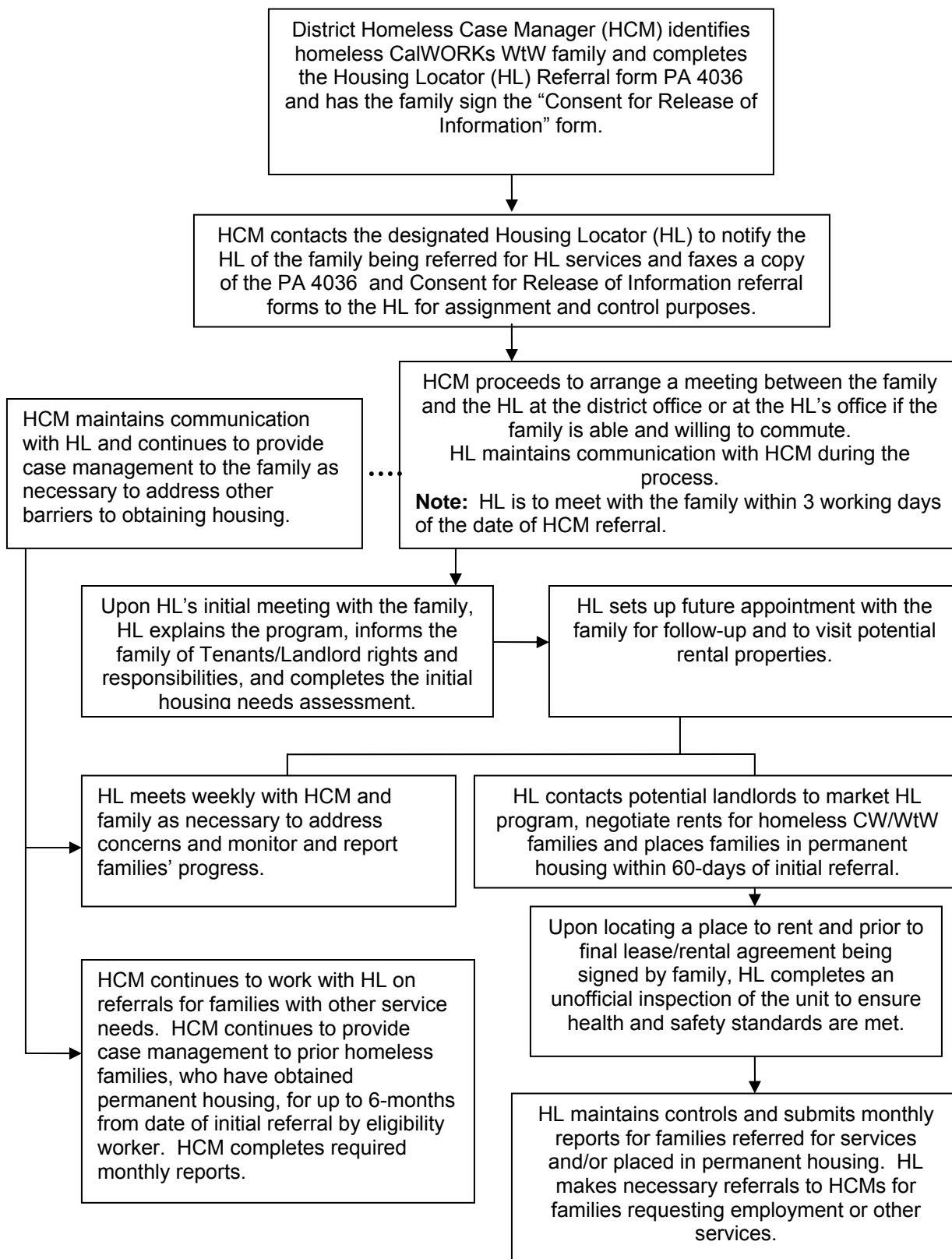
DPSS Housing Program (HP) Comparative Chart

TECHNICAL EXHIBIT 12

DPSS Housing Program (HP) Comparative Chart

TECHNICAL EXHIBIT 12

**HOUSING LOCATORS SERVICES FLOWCHART
FOR REFERRAL OF
HOMELESS CalWORKS WELFARE-TO-WORK (WtW) FAMILIES**



CalWORKs DPSS Housing Program

Housing Resource Eligibility Supervisor's Name, Address, and Telephone Number

District	Address	Housing Program Supervisor	Telephone
02-Glendale	4680 San Fernando Rd. Glendale 91204	Greta Setian	818-546-6548
03-Pasadena	955 N. Lake Avenue Pasadena 91104	Alejandra Lugo	626-791-6378
04-EI Monte	3350 Aerojet Avenue El Monte 91731	Carmen Ruiz	626-569-3487
20-San Gabriel	3352 Aerojet Avenue El Monte 91731	Esther Reyes	626-569-3323
05-Belvedere	5445 Whittier Blvd. Los Angeles 90022	Klara Gevorkian	323-727-4371
06-Cudahy	8130 S. Atlantic Blvd. Cudahy 90201	Jose Perez	323-560-5178
09-West L.A.	11390 W. Olympic Blvd. Los Angeles 90064	Freddy Mozo	310-312-5119
11-East Valley	14545 Lanark St. Panorama City 91402	Aneta Badalian	818-901-4293
12-Exposition Park	3833 S. Vermont Ave. Los Angeles 90037	Glendena Stephens	323-730-6233
13-Metro Family	2615 S. Grand Avenue Los Angeles 90007	Norma King	213-744-6818
15-Metro East	2855 E. Olympic Blvd. Los Angeles 90023	Haydee Sarmiento	323-260-3341
17-Florence	1740 E. Gage Avenue Los Angeles 90001	Felicia Clayton	323-586-6277
26-Compton	211 E. Alondra Blvd. Compton 90220	Shirley Cobb	310-603-8486
27-South Central	10728 S. Central Avenue Los Angeles 90059	Angelica Figueroa	323-249-1430
31-South Family	17600 "A" Santa Fe Ave. Rancho Dominguez 90221	Virginia Aguirre	310-761-2660
34-Lancaster	349-B East Avenue K-6 Lancaster 93535	Susan Aguilar	661-723-4151
36-Pomona	2040 W. Holt Avenue Pomona 91768	Rocio Buitrago	909-865-5301
38-Metro North	2601 Wilshire Blvd. Los Angeles 90057	Armineh Abcarians	213-639-5405
40-Norwalk	12727 Norwalk Blvd. Norwalk 90650	Richard Rios	562-807-7939
51-Santa Clarita	2733 Camp Plenty Rd. Canyon Country 91351	Hilda Ochoa	661-298-3431
82-West Valley	21415 Plummer St. Chatsworth 91311	Cynthia Birch	818-718-5367
62-Paramount	2961 E. Victoria St. Rancho Dominguez 90221	Jackie Smith	310-603-5184
66-Lincoln Heights	4077 N. Mission Rd. Los Angeles 90032	Patrick Miles	323-342-8067
83-Southwest Family	923 E. Redondo Blvd. Inglewood 90302	Denita Mallet	310-419-5465
DPSS General Information: 1-877-481-1044 or InfoLine of LA County 2-1-1			

**ATTACHMENT B: CONTRACTOR BUDGET AND EMPLOYEE
BENEFITS**

**HOUSING LOCATOR SERVICES (SPA 1)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
1 Case Worker	FTE	\$ 25.00	\$ 4,333.33	\$ 52,000.00	
0.5 Administrative Assit.	FTE*	\$ 20.00	\$ 1,733.33	\$ 20,800.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
Total Salaries			\$ 8,814.39	\$ 105,772.80	\$ 105,772.80
Employee Benefits					
			Monthly Cost	Annual Cost	
Medical Insurance					
1 Director			\$ 43.75	\$ 525.00	
1 Case Worker			\$ 300.00	\$ 3,600.00	
2 Adminstrative Assis.			\$ 62.50	\$ 750.00	
Total Employee Benefits			\$ 406.25	\$ 4,875.00	\$ 4,875.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 608.15	\$ 7,297.88	
State Unemployment Insurane				5,937.91	
FUTA				766.18	
3.5 Workmans Comp.			327.36	3928.32	
Total Payroll Tax				\$ 17,930.29	\$ 17,930.29
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 165.00	\$ 1,980.00	
Services (Notary, Courier, Postage)			\$ 135.00	\$ 16,260.00	
Rent			\$ 1,225.00	\$ 14,700.00	
Telephones/DSL			\$ 950.00	\$ 11,400.00	
Advertising			\$ 275.00	\$ 3,300.00	
Mileage			\$ 650.00	\$ 7,800.00	
Total Misc. Direct Cost			\$ 3,400.00	\$ 55,440.00	\$ 55,440.00
			Total Direct Cost		\$ 185,893.09

INDIRECT COST

General Accounting/Bookkeeping				2,800.00	
Management Overhead				\$ 27,306.91	
Total Indirect Cost				\$ 30,106.91	\$ 30,106.91
Total Direct and Indirect Cost					\$ 216,000
Annual Retention:					\$ 86,000
Contractor's Cost:					\$ 302,000
Annual Landlord Assistance Fee:					\$ 64,500
Total DPSS' Cost:					\$ 366,500

HOUSING LOCATOR SERVICES (SPA 2)
BUDGET SHEET - YEAR 1

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
1 Case Worker	FTE	\$ 25.00	\$ 4,333.33	\$ 52,000.00	
0.5 Administrative Assit.	FTE*	\$ 20.00	\$ 1,733.33	\$ 20,800.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
Total Salaries			\$ 8,814.39	\$ 105,772.80	\$ 105,772.80
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
1 Case Worker			\$ 300.00	\$ 3,600.00	
0.5 Adminstrative Assis.			\$ 150.00	\$ 1,800.00	
Total Employee Benefits			\$ 493.75	\$ 5,925.00	\$ 5,925.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 674.30	\$ 8,091.62	
State Unemployment Insurane				1544.51	
FUTA				162.15	
SDI				\$ 846.18	
6 Workmans Comp.			327.36	3928.32	
Total Payroll Tax				\$ 14,572.78	\$ 14,572.78
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 156.25	\$ 1,875.00	
Services (Notary, Courier, Postage)			\$ 78.13	\$ 937.50	
Advertising			\$ 2,462.90	\$ 29,554.91	
Rent			\$ 1,500	\$ 18,000.00	
Telephone/DSL			\$ 680.00	\$ 8,160.00	
Mileage			\$ 600.00	\$ 7,200.00	
Total Misc. Direct Cost			\$ 5,477.28	\$ 65,727.41	\$ 65,727.41
			Total Direct Cost		\$ 193,872.99

INDIRECT COST

47 General Accounting/Bookkeeping				4,578.74	
Management Overhead				\$ 41,548.27	
Total Indirect Cost				\$ 46,127.01	\$ 46,127.01
Total Direct and Indirect Cost				\$ 240,000	
Annual Retention:				\$ 96,000	
Contractor's Cost:				\$ 336,000	
Annual Landlord Assistance Fee:				\$ 72,000	
Total DPSS' Cost:				\$ 408,000	

**HOUSING LOCATOR SERVICES (SPA 3)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE	\$ 40.00	\$ 914.40	\$ 10,972.80	
2.5 Case Worker	FTE	\$ 25.00	\$ 10,833.33	\$ 130,000.00	
1 Administrative Assit.	FTE	\$ 20.00	\$ 3,466.66	\$ 41,600.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
1 Shareholder Draw				\$ 53,921.16	
Total Salaries			\$ 17,047.72	\$ 258,493.96	\$ 258,493.96
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
2.5 Case Worker			\$ 750.00	\$ 9,000.00	
1 Adminstrative Assis.			\$300.00	\$ 3,600.00	
Total Employee Benefits			\$ 1,093.75	\$ 13,125.00	\$ 13,125.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 14,884.81	\$ 14,884.81	
State Unemployment Insurane				12,063.51	
FUTA				1,556.58	
5.5 Workmans Comp.			300.08	3600.96	
Total Payroll Tax				\$ 32,105.86	\$ 32,105.86
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies, furniture, client aids			\$ 750.00	\$ 9,000.00	
Services (Notary, Courier, Postage)			\$ 150.00	\$ 1,800.00	
Advertising			\$ 1,000.00	\$ 12,000.00	
Rent			\$1,995	\$ 23,940.00	
Telephones/DSL/utility			\$ 1,250.00	\$ 15,967.27	
Mileage			\$ 970.00	\$ 15,967.27	
Total Misc. Direct Cost			\$ 6,115.00	\$ 78,674.54	\$ 78,674.54
			Total Direct Cost		\$ 384,274.36

INDIRECT COST

150 General Accounting/Bookkeeping				14,613.00	
Management Overhead				\$ 81,112.64	
Total Indirect Cost				\$ 95,725.64	\$ 95,725.64
Total Direct and Indirect Cost					\$ 480,000
Annual Retention:					\$ 192,000
Contractor's Cost:					\$ 672,000
Annual Landlord Assistance Fee:					\$ 144,000
Total DPSS' Cost:					\$ 816,000

**HOUSING LOCATOR SERVICES (SPA 5)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
0.5 Case Worker	PTE	\$ 25.00	\$ 2,166.67	\$ 26,000.00	
0.5 Administrative Assit.	PTE	\$ 20.00	\$ 1,733.33	\$ 20,800.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
Total Salaries			\$ 6,647.73	\$ 79,772.80	\$ 79,772.80
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
0.5 Case Worker			\$ 150.00	\$ 1,800.00	
0.5 Adminstrative Assis.			\$ 62.50	\$ 750.00	
Total Employee Benefits			\$ 256.25	\$ 3,075.00	\$ 3,075.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 508.55	\$ 6,102.62	
State Unemployment Insurane				\$ 1,256.69	
FUTA				162.15	
SDI				\$ 638.18	
3 Workmans Comp.			163.68	1964.16	
Total Payroll Tax				\$ 10,123.80	\$ 10,123.80
Insurance					
General Liability, Error and Ommissions, Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 72.08	\$ 864.96	
Services (Notary, Courier, Postage)			\$ 69.86	\$ 838.32	
Advertising			\$ 156.17	\$ 1,874.04	
Rent			\$ 405.00	\$4,860.00	
Mileage/Transportation			\$ 750.00	\$ 9,000.00	
Total Misc. Direct Cost			\$ 1,453.11	\$ 17,437.32	\$ 17,437.32
			Total Direct Cost		\$ 112,283.92

INDIRECT COST

29 General Accounting/Bookkeeping				2,825.18	
Management Overhead				\$ 28,890.98	
Total Indirect Cost				\$ 31,716.16	\$ 31,716.16

Total Direct and Indirect Cost	\$ 144,000
Annual Retention:	\$ 58,000
Contractor Cost:	\$ 202,000
Annual Landlord Assistance Fee:	\$ 43,500
Total DPSS' Cost:	\$ 245,500

**HOUSING LOCATOR SERVICES (SPA 6)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
5 Case Worker	FTE	\$ 25.00	\$ 21,666.67	\$ 260,000.00	
2 Administrative Assit.	FTE*	\$ 20.00	\$ 6,933.33	\$ 83,200.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
Total Salaries			\$ 31,347.73	\$ 376,172.80	\$ 376,172.80
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
5 Case Worker			\$ 1,500.00	\$ 18,000.00	
2 Adminstrative Assis.			\$ 62.50	\$ 750.00	
Total Employee Benefits			\$ 1,606.25	\$ 19,275.00	\$ 19,275.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 2,325.20	\$ 27,902.40	
State Unemployment Insurane			1,891.89	\$ 22,702.68	
FUTA			244.12	2,929.44	
9 Workmans Comp.			491.04	5892.48	
Total Payroll Tax				\$ 59,427.00	\$ 59,427.00
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 500.00	\$ 6,000.00	
Services (Notary, Courier, Postage)			\$ 125.00	\$ 1,500.00	
Advertising			\$ 1,000.00	\$ 12,000.00	
Rent			\$ 2,300.00	\$ 27,600.00	
Phone/DSL			\$ 1,200.00	\$ 1,440.00	
Misc. Client Cost			\$500.00	\$6,000	
Mileage/transportation			\$ 1,500.00	\$ 18,000.00	
Total Misc. Direct Cost			\$ 7,125.00	\$ 72,540.00	\$ 72,540.00
			Total Direct Cost		\$ 529,289.80

INDIRECT COST

600 General Accounting/Bookkeeping				58,452.00	
Management Overhead				\$ 60,258.20	
Total Indirect Cost				\$ 118,710.20	\$ 118,710.20

Total Direct and Indirect Cost	\$ 648,000
Annual Retention:	\$ 259,000
Contractor's Cost:	\$ 907,000
Annual Landlord Assistance Fee:	\$ 194,250
Total DPSS' Cost:	\$ 1,101,250

**HOUSING LOCATOR SERVICES (SPA 7)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
1.5 Case Worker	FTE	\$ 25.00	\$ 6,500.00	\$ 78,000.00	
2 Administrative Assit.	PTE	\$ 20.00	\$ 3,200.00	\$ 38,400.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
1 Shareholder Draw					
Total Salaries			\$ 12,447.73	\$ 149,372.80	\$ 149,372.80
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
1.5 Case Worker			\$ 450.00	\$ 5,400.00	
2 Adminstrative Assis.			\$ 62.50	\$ 750.00	
Total Employee Benefits			\$ 556.25	\$ 6,675.00	\$ 6,675.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants				
Payroll Taxes					
FICA			\$ 888.50	\$ 10,662.00	
State Unemployment Insurance			720.09	\$ 8,641.08	
FUTA			92.92	1,115.04	
5.5 Workmans Comp.			300.08	3600.96	
Total Payroll Tax				\$ 24,019.08	\$ 24,019.08
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 300.00	\$ 3,600.00	
Services (Notary, Courier, Postage)			\$ 150.00	\$ 1,800.00	
Advertising			\$ 1,000.00	\$ 12,000.00	
Rent			\$ 1,500.00	\$ 18,000.00	
Telephone/DSL			\$ 950.00	\$ 11,400.00	
Mileage			\$ 1,000.00	\$ 12,000.00	
Total Misc. Direct Cost			\$ 4,900.00	\$ 58,800.00	\$ 58,800.00
			Total Direct Cost:		\$ 240,741.88

INDIRECT COST

85 General Accounting/Bookkeeping				8,280.70	
Management Overhead				\$ 62,977.42	
			Total Indirect Cost	\$ 71,258.12	\$ 71,258.12

Total Direct and Indirect Cost	\$ 312,000
Annual Retention:	\$ 125,000
Contractor's Cost:	\$ 437,000
Annual Landlord Assistance Fee:	\$ 93,750
Total DPSS' Cost:	\$ 530,750

**HOUSING LOCATOR SERVICES (SPA 8)
BUDGET SHEET - YEAR 1**

DIRECT COST

		Hourly Rate	Monthly Salary	Annual Salary	
Payroll					
1 Director	FTE^	\$ 40.00	\$ 914.40	\$ 10,972.80	
5 Case Worker	FTE	\$ 25.00	\$ 20,000.00	\$ 240,000.00	
2 Administrative Assit.	FTE*	\$ 20.00	\$ 3,200.00	\$ 38,400.00	
1 Marketing Consultant	FTE*	\$ 50.00	\$ 1,000.00	\$ 12,000.00	
1 Beyond A Shelter	FTE*	\$ 33.62	\$ 833.33	\$ 10,000.00	
Total Salaries			\$ 25,947.73	\$ 311,372.80	\$ 311,372.80
Employee Benefits					
			Monthly Cost	Annual Cost	
1 Director			\$ 43.75	\$ 525.00	
5 Case Worker			\$ 1,500.00	\$ 18,000.00	
2 Adminstrative Assis.			\$ 62.50	\$ 750.00	
Total Employee Benefits			\$ 1,606.25	\$ 19,275.00	\$ 19,275.00
Note:	No Dental and Life Insurance for employees. No benefits for Consultants, rent -Corp. Office no charge				
Payroll Taxes					
FICA			\$ 1,985.00	\$ 23,820.02	
State Unemployment Insurane				\$ 19,305.11	
FUTA				19305.11	
9 Workmans Comp.			451.49	4,063.41	
Total Payroll Tax				\$ 66,493.65	\$ 66,493.65
Insurance					
General Liability, Error and Ommissions,Other			\$ 156.25	\$ 1,875.00	\$ 1,875.00
Miscellaneous Direct Cost					
Supplies			\$ 350.00	\$ 4,200.00	
Services (Notary, Courier, Postage)			\$ 185.83	\$ 2,229.96	
Advertising			\$ 1,000.00	\$ 12,000.00	
Rent			\$850	\$ 10,200.00	
Telephone/DSL			\$ 1,200.00	\$ 1,440.00	
Mileage			\$ 2,500.00	\$ 30,000.00	
Total Misc. Direct Cost			\$ 6,085.83	\$ 73,029.96	\$73,029.96
			Total Direct Cost		\$ 472,046.41

INDIRECT COST

225 General Accounting/Bookkeeping				21,919.50	
Management Overhead				\$ 34,034.09	
Total Indirect Cost				\$ 55,953.59	\$ 55,953.59

Total Direct and Indirect Cost	\$ 528,000
Annual Retention:	\$ 211,000
Contractor's Cost	\$ 739,000
Annual Landlord Assistance Fee:	\$ 158,250
Total DPSS' Cost:	\$ 897,250

ATTACHMENTS: REQUIRED FORMS

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".
- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

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

Notwithstanding any other section of this *Code*, the 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) 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 the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, 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 _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ 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 _____ and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, 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 _____ 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 _____ 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 _____ 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.*

_____ **(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 _____, 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.

Signature: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(PRINT Contractor Employee's Name)

Title: _____

Original: Contractor
Copy: Contractor Employee

BIDDER'S/OFFEROR'S EEO CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

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 serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Name and Title of Signer

Signature

Date

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

CONTRACTOR EMPLOYEE JURY SERVICE**2.203.010 Findings.**

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

CONTRACTOR EMPLOYEE JURY SERVICE - continued

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

CONTRACTOR EMPLOYEE JURY SERVICE - continued

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

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

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

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

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION AGREEMENT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

EARNED INCOME CREDIT: 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, but the 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. 205904

SAFELY SURRENDER BABY

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.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

**No shame.
No blame.
No names.**

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

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.

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 in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glória Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.