County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 13, 2008

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

Dear Supervisors:

LOS ANGELES COUNTY HOMELESS PREVENTION INITIATIVE; CITY OF LONG BEACH HOMELESS VETERANS' INITIATIVE (FOURTH DISTRICT AFFECTED) (3 VOTES)

SUBJECT

The City of Long Beach Homeless Veterans' Initiative will serve to move homeless veterans from the streets into permanent housing. The wraparound approach to service will assist clients with gaining access to public benefits, housing resources, employment, and health and mental health services to ensure long-term stability. Clients will be assisted for a minimum of six months to a maximum of one year, subsequent to being placed into housing.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Executive Officer (CEO) to prepare and execute an agreement substantially similar to the proposed sample Agreement (Attachment A) with the City of Long Beach (City) to develop and implement specialized services for homeless veterans in the Long Beach area. The annual contract cost for the Homeless Veterans' Initiative (Initiative) is $500,000, not to exceed $1.5 million over the full three-year agreement term effective upon approval from your Board and full execution of the Agreement.

2. Approve the attached Appropriation Adjustment (Attachment B) to transfer $500,000 from Provisional Financing Uses (PFU) back to the Homeless and Housing Program Fund (HHPF) to fund year one of the Initiative.

3. Delegate authority to the CEO to prepare and execute amendments as may be deemed necessary by CEO for implementing the Initiative. These amendments will not be used to change the total contract sum, total contract term, or any other terms that are Board or legally required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 18, 2007, your Board approved a motion by Supervisor Knabe instructing the CEO to work with the City in the development of a comprehensive service initiative to improve and enhance specialized mental health and other supportive services for homeless veterans in the Long Beach area. In that same motion, your Board approved the transfer of $500,000 from the Fourth District's allocation of Stabilization Center (now Homeless Services) funds of the HHPF to a PFU as a placeholder for this Initiative. Further, new war veterans are arriving to the County of Los Angeles and the City area on an ongoing basis, and the number of new arrivals will continue to grow for the foreseeable future. The needs of this population must be addressed at the local level.

The Initiative will operate out of the City's Multi-Service Center (MSC) within the City's Department of Health and Human Services, which currently provides extensive human services to the homeless. These services include: street outreach, intake assessment, integrated case management, medical and mental health services, substance abuse treatment, basic life-sustaining services such as laundry, showers, mail and message center, and housing placement services in coordination with 14 nonprofit agencies. As a result, the City's integrated and coordinated human services infrastructure is best suited to successfully manage the Initiative.

As part of the Agreement, the City will subcontract with three nonprofit partner agencies that will:

1. Conduct outreach and education sessions at local military reserve bases to inform potential clients, including veterans who have recently returned from military deployment, about services available to them through the Initiative (250 clients served per year);

2. Provide individualized case management services to ensure linkage to all appropriate services and benefits (50 clients served per year);

3. Assist permanently disabled veterans with eliminating child support debt owed to the County (30 permanently and totally disabled clients served per year); and

4. Provide needed mental health clinical assessment to those veterans suffering from post-traumatic stress and other mental health illnesses (100 homeless veterans served per year).

Implementation of Strategic Plan Goals

The recommended actions are in compliance with the existing County Strategic Plan: Goal 1, Service Excellence; Goal 4, Fiscal Responsibility; and Goal 5, Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The approval of these recommendations to enter into the Agreement with the City and to shift funding from PFU back to HHPF will not require any additional funding. The total cost over the three-year term of the Agreement is $1.5 million. This Agreement will be fully funded using the Fourth District's allocation of ongoing Homeless Services line item in HHPF.

The $500,000 was moved from the Fourth District's allocation of ongoing Homeless Services HHPF line item to PFU, as instructed by your Board on June 18, 2007. This amount was originally included in the HHPF and will be returned there to fund year one of the Agreement.

Year two and year three of the Agreement will be funded by the Fourth District's Fiscal Year (FY) 2008-09 and FY 2009-10 allocation of ongoing Homeless Services line item in HHPF, respectively.

The Agreement includes four cost components as follows (per program year):

1. $350,000 to fund the City's Department of Health and Human Services for outreach, mental health coordination, and case management services. This funding will support three full-time employees at the City's Department of Health and Human Services (one Veterans Specific Case Manager, one Veterans Specific Outreach Worker, and one Mental Health Coordinator); cost of necessary office equipment, travel and mileage; community planning; and hotel/motel vouchers for homeless veterans.

2. $100,000 to fund a subcontract with the U.S. Veterans to conduct outreach/education sessions;

3. $25,000 to fund a subcontract with Single Parents United in Kids to assist permanently and totally disabled veterans with eliminating child support debt and to connect them with benefits and services; and

4. $25,000 to fund a subcontract with the National Mental Health Association of Los Angeles to conduct clinical assessments aimed at identifying mental health issues.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

According to the U.S. Veterans, 23 percent of all homeless individuals are veterans of the U.S. military and up to 14 percent of all homeless veterans living in the County of Los Angeles are believed to reside in the City. In addition, according to local military commanders, 30-40 percent of newly returning veterans are unemployed and reluctant to request information on obtaining benefits and services such as health, mental health, education, and employment training. Therefore, instituting a program specifically designed to address the comprehensive needs of homeless veterans and connecting them to services will be an effective means for serving this special population.

For over 18 years, the Homeless Services Division of the City has been responsible for coordinating citywide services for the homeless at its MSC. Located within the Department of Health and Human Services, this division provides oversight to the Long Beach Continuum of Care, funded by the United States Department of Housing and Urban Development, providing funding to 48 agencies that serve the City's homeless. Additionally, the multiple and complex health and mental health and trauma-related needs of new and returning veterans necessitate that services be provided in the most effective and expeditious manner possible. The City's extensive and coordinated human services network is best suited to meet the needs of these veterans as services will be provided at the City-operated MSC and will allow veterans to access services in one setting.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of these recommendations will enhance current programs serving homeless veterans in Long Beach and the surrounding areas. By creating this relationship with the City's Department of Health and Human Services and its sub-contractors, other existing resources in the area will be made available to serve the general homeless population.

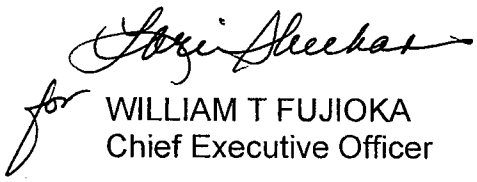
The City will house at least 75 percent of its homeless veterans served through the Initiative, provide wraparound services, and facilitate the connection to veteran's benefits through this Initiative. When fully implemented, the Initiative should result in far fewer

homeless veterans requiring services at emergency rooms for their medical needs or homeless shelters for beds and meals. Thus, cost savings should be created that can then be applied to serving the area's general homeless population.

CONCLUSION

The special needs of homeless veterans are not being met within the current federal health and human services system; the needs of homeless veterans are unique and their experiences call for a specialized and focused approach to services. The Long Beach Initiative will serve the special needs of homeless veterans by providing a comprehensive service package to improve and enhance specialized services and serve as a means of honoring these men and women for their dedicated service to our nation.

Respectfully submitted,



for WILLIAM T FUJIOKA
Chief Executive Officer

WTF:MS:KH
GLS:MDC:LR:hn

Attachments (2)

c: County Counsel
Auditor-Controller
City of Long Beach

CONTRACT NUMBER XX-XX-XXX

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LONG BEACH

FOR

HOMELESS VETERANS INITIATIVE

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LONG BEACH
FOR
VETERANS AND MENTAL HEALTH SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2008 by and between the County of Los Angeles (hereinafter referred to as "County") and City of Long Beach (hereinafter referred to as "Contractor"). Contractor is located at 333 West Ocean Blvd., Long Beach, CA 90802.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor;

WHEREAS, Contractor is a government entity with recognized professionals and experience in providing effective services to homeless veterans in the Long Beach, CA area. In rendering these services Contractor shall, at a minimum, exercise the ordinary care and skill expected from the average practitioner in Contractor's profession acting under similar circumstances;

WHEREAS, on June 18, 2007, the County Board of Supervisors ("Board") approved a motion for the Chief Executive Office ("CEO") to work in coordination with the City of Long Beach to develop a comprehensive service package to improve and enhance specialized services for homeless veterans in the Long Beach, CA area; and

WHEREAS, the Board of Supervisors authorized the Chief Executive Officer, on XXX to enter into a three year contract for a maximum sum of $1.5 million for such specialized services.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1-G3, H, I, J, K L, M, N, O, P Q, R and S 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, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	EXHIBIT A	Statement of Work
1.2	EXHIBIT B	Pricing Schedule
1.3	EXHIBIT C	Payment Schedule
1.4	EXHIBIT D	Contractor's EEO Certification
1.5	EXHIBIT E	County's Administration
1.6	EXHIBIT F	Contractor's Administration
1.7	EXHIBITS G1-G3	Confidentiality Forms
1.8	EXHIBIT H	Jury Service Ordinances
1.9	EXHIBIT I	Safely Surrendered Baby Law

Unique Exhibits:

1.10	EXHIBIT J	INTENTIONALLY LEFT BLANK
1.11	EXHIBIT K	INTENTIONALLY LEFT BLANK
1.12	EXHIBIT L	INTENTIONALLY LEFT BLANK
1.13	EXHIBIT M	INTENTIONALLY LEFT BLANK

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.14	EXHIBIT N	Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

1.15	EXHIBIT O	Charitable Contributions Certification

Technical Exhibits:

1.16	EXHIBIT P	Contract Discrepancy Report
1.17	EXHIBIT Q	Performance Requirements Summary (PRS) Chart
1.18	EXHIBIT R	Quarterly Status Report - Sample
1.19	EXHIBIT S	Invoice - Sample

This Contract and the Exhibits 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 sub-paragraph 8.1 - Amendments 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.

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.5 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract with responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Contract Manager:** Person with responsibility to oversee the day to day activities of this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be **three (3) years** commencing upon execution hereof by the Chief Executive Officer, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 This Contract may be extended by mutual agreement of the County and Contractor by amending the Contract to reflect such extension. Each such option and extension shall be exercised at the sole discretion of County.

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

5.0 CONTRACT SUM

5.1 The Maximum Contract Sum is one million five hundred thousand dollars **($1,500,000)** with a maximum annual reimbursement of five hundred thousand dollars ($500,000) and a maximum quarterly reimbursement of one hundred twenty-five thousand dollars ($125,000). Any unspent portions of the one hundred twenty-five thousand dollars ($125,000)

allocated for a given quarter may be carried over to subsequent quarters, provided the annual contract sum does not exceed five hundred thousand dollars ($500,000). Payment to Contractor shall be made based upon invoice received, provided that Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice of payment due with documentation and deliverables attached supporting the invoice of payment due. Contractor's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor.

5.2 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.

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

5.4 No Payment for Services Provided Prior to Execution of Contract or Following Expiration/Termination of Contract

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule* and *Exhibit C – Payment Schedule.* Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule* and submitted to County according to *Exhibit C – Payment Schedule.*

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit invoices to the County on a quarterly basis as required by *Exhibit C – Payment Schedule*, within sixty (60) calendar days from the end of the service quarter.

5.5.5 Contractor shall submit its invoices, with documentation supporting the invoiced amounts, and the required deliverables. All invoices under this Contract shall be submitted in two (2) copies to County Contract Manager at the following address:

Lisa Rizzo
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. Upon approval of the required deliverables, the County Project Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by the Contract, and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's billing. 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 **County's Contract Manager**

The County's Contract Manager is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration.* The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Manager on a regular basis.

7.2 INTENTIONALLY LEFT BLANK

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

Contractor acknowledges that all of Contractor's employees and any sub-contractor's employees performing work under this Contract must undergo a background investigation as a condition of work under this Contract. County acknowledges that Contractor's background and security investigation procedures are sufficient. If Contractor's or subcontractor's employee fails the background clearance investigation, Contractor shall notify County immediately. County may request that the Contractor or subcontractor employee be immediately removed from working on the County Contract at any time during the term of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The Contractor shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement" Exhibit G-1.* The Contractor shall require all of its officers, employees, agents and subcontractors providing services hereunder to sign the applicable *"Contractor Employee Acknowledgement and Confidentiality Agreement," Exhibit G-2,* or *"Contractor Non-Employee Acknowledgement and Confidentiality Agreement," Exhibit G-3.*

7.5.4 For records obtained by either Contractor or County under this Contract, the Contractor and County agree to maintain confidentiality in accordance with all applicable federal, state and/or local laws, regulations and directives relating to confidentiality.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared in writing and executed by the Contractor and by the Chief Executive Officer.

8.1.3 County may, at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally

approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall upon request provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this 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 agreement.

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

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

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

8.9 CONFLICT OF INTEREST

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

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

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five 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.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing

on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor shall also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent 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.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged

violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such

events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

To the extent provided by law, the Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract. The foregoing shall not apply to claims or causes of action caused by the sole negligence of the County, its Special Districts, its officials, officers and employees.

8.24 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. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to County Contract Manager:

Lisa Rizzo
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

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

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- 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;
- 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 insureds for all activities arising from this Contract; and
- Contractor shall be permitted to self insure. Contractor shall identify any subcontractor self-insured retentions for the County's approval. The County retains the right to require the Contractor's subcontractors to reduce or eliminate such self-insured retentions as they apply to the County, or, require the Contractor's subcontractors to provide a bond guaranteeing

payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 **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.

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

8.24.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- 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 twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County

property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.

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

8.24.5 Compensation for County Costs: In the event that the 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, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 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

8.25.2 Automobile Liability 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".

8.25.3 **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 the 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

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the Chief Executive Officer or his designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his designee, deems are correctable

by the Contractor over a certain time span, the Chief Executive Officer or his designee, 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 Chief Executive Officer, or his designee, may:

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

(b) 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 is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit Q*, hereunder or elsewhere in this Contract, 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

(c) Upon giving thirty (30) 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.

8.26.3 The action noted in sub-paragraph 8.26.2 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.

8.26.4 This sub-paragraph 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-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. The Contractor and the County Project Manager and/or Project Director agree to cooperate to resolve the dispute. If the dispute is still not resolved, the dispute shall be referred to the Chief Executive Officer or his designee to recommend a resolution.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - Contractor's Administration.* Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles,

or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise,

then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County.** Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County, including appropriate Confidentiality Agreements as set forth in sub-paragraph 7.5 – Confidentiality.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall, upon request, forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Upon request, the Contractor shall ensure delivery of all such documents to County Contract Manager:

Lisa Rizzo
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

8.40.9 The Contractor shall obtain from the Subcontractor all appropriate confidentiality forms as set forth in sub-paragraph 7.5 – Confidentiality. The Contractor shall submit the Subcontractor confidentiality forms to County prior to subcontracting.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to

sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them,

the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

8.51 ASSETS

8.51.2 County shall retain title and ownership of all assets purchased, leased or otherwise acquired with funds designated by County for purposes under this Contract. "Assets" include, but are not limited to, land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. All assets shall be maintained, repaired and kept track of by Contractor during the term of this Contract. Contractor shall provide to County an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County at any time upon County's written request. Contractor shall have the option upon the expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

8.51.2 Prior to disposal of any property purchased, leased or otherwise acquired by Contractor with funds from this Contract or acquired by Contractor under any predecessor agreement for the same purpose, Contractor must obtain approval from County regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from County.

8.51.3 Contractor shall immediately report the loss, destruction, or theft of assets purchased, leased or otherwise acquired with funds from

this Contractor acquired by Contractor under any predecessor agreement for the same purpose to County upon notice that such event has occurred. Contractor shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to County within five (5) days following such loss, destruction, or theft and should be mailed to the attention of: **Lisa Rizzo, 222 S. Hill Street, 5th Floor, Los Angeles, CA 90230.**

8.51.4 Contractor shall exercise due care in the use, maintenance, protection, and preservation of assets or property purchased, leased or otherwise acquired with funds from this Contract or acquired by Contractor under any predecessor agreement for the same purpose, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

8.51.5 Contractor may share use of the property and equipment or allow use by other programs, only upon written approval of County. As a condition of the approval, County may require reimbursement under this Contract for its use.

8.51.6 Contractor indemnifies County for any loss resulting from the operation of any asset purchased, leased or otherwise acquired with funds for this Contract as well as any default on payments for such asset.

8.51.7 Contractor shall obtain written approval from County prior to its or its subcontractor's purchase or lease of any asset valued over $10,000 for use under this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

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9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 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.

9.3.2 The 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 or retain certification as a Local Small Business Enterprise.

9.3.3 The 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.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld

was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

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9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS THEREOF, County has, under authority delegated by its Board of Supervisors, caused this Contract to be executed by the Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ Date_____

WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____

KATHERINE FESLER
Deputy County Counsel

CITY OF LONG BEACH

By_____

PATRICK WEST
City Manager

95-6000 733

Taxpayer Identification Number

EXHIBIT A

STATEMENT OF WORK
HOMELESS VETERANS INTIATIVE
CITY OF LONG BEACH

I. Background

The City of Long Beach Homeless Veterans Initiative (Initiative) consists of four components, under the administration of the City of Long Beach - Department of Health and Human Services (City of Long Beach), with an allocation of three hundred fifty thousand dollars ($350,000), and three program subcontractors, who will develop, implement and deliver services to veterans as detailed in this Statement of Work. The subcontracts are with the United States Veterans Initiative (U.S. Vets), with a funding allocation of one hundred thousand dollars ($100,000); the Single Parents United in Kids (SPUNK), with a funding allocation of twenty-five thousand dollars ($25,000); and the National Mental Health Association of Los Angeles (MHALA), with a funding allocation of twenty-five thousand dollars ($25,000).

The following provides an outline of programs, staffing, services, and the specific breakdown and use of the five hundred thousand dollars ($500,000) maximum annual contract sum for this Initiative.

II. City of Long Beach Scope of Work

The City of Long Beach will utilize three hundred fifty thousand dollars ($350,000) to hire and provide three additional staff members and implement program services that specifically target case management services, outreach services, and mental health services for homeless veterans in the Long Beach area.

Program Staffing Requirements

One Full Time Employee (FTE) Veterans Specific Case Manager (Case Manager) will manage an active case load of fifty (50) homeless veterans per year and will work with the veterans to move them from the streets into permanent housing. The veteran's status will be verified with the Veteran's Administration (VA) by the Case Manager before services are provided. The City of Long Beach, through the work of the Case Manager, will place at least 75% of these veterans into housing and will provide wrap around services to ensure stabilization. Each client will be assisted for a minimum of six (6) months to a maximum of one (1) year after being placed in housing. The Case Manager will assist clients with gaining access to: public benefits acquisition, housing resources, employment, mental health services, medical care and other necessary social services to ensure their stability in housing. The Case Manager will work with the Veterans Specific Outreach Worker (Outreach Worker) to provide program necessities for homeless veterans engaged in services. The necessities to be acquired are designed to meet the needs of homeless veterans, and will include items such as driver's license and birth certificate fees, meal vouchers, hygiene kits, socks, and underwear. For newly housed veterans, program necessities will be purchased to assist with stabilization efforts, such as the purchase of household items, transportation, and clothing for job interviews.

One FTE Outreach Worker will serve as the initial point of contact on the streets and will connect with at least two hundred fifty (250) unduplicated homeless persons per year, of which at least

60% will be veterans. The Outreach Worker will focus services to known and new veterans living on the streets. The Outreach Worker will conduct outreach on a daily basis and/or assist clients with treatment on demand such as substance abuse, health services, and mental health services as needed. Further, they will also assist with completing necessary documentation for public benefits if the client requests or needs such assistance. The Outreach Worker will develop rapport and assist the homeless by offering services that are intended to provide housing and support services to the client. The Outreach Worker will link with the Case Manager to ensure the veteran receives all services he or she is eligible for and willing to accept. The Outreach Worker will work with the Case Manager to provide program necessities for homeless veterans engaged in services. The necessities to be acquired are designed to meet the needs of homeless veterans, and will include items such as driver's license and birth certificate fees, meal vouchers, hygiene kits, socks, and underwear. For newly housed veterans, program necessities will be purchased to assist with stabilization efforts, such as the purchase of household items, transportation, and clothing for job interviews.

One FTE Mental Health Coordinator will be responsible for writing and acquiring grants aimed at securing future funding for sustainability of the project, educating the community by developing at least two new educational pamphlets that detail the services available to veterans and address the stigma of utilizing mental health services; coordinating and participating in at least three (3) Mental Health Services Act (MHSA) planning activities through the County of Los Angeles Department of Mental Health (DMH); and developing resource and referral information regarding additional mental health programs and services available for homeless and non-homeless Long Beach residents. The Mental Health Coordinator will lead a variety of projects designed to provide better access to mental health services for veterans and referring agencies, studying the gaps in services and organizing a task force or citywide master plan that would begin to address the critical gap in mental health services. The Mental Health Coordinator will also be the City of Long Beach's official liaison to DMH and the MHSA planning efforts.

The total cost for salaries and employee benefits is $246,349. The total cost of necessary equipment (e.g. telephone and computer) is $11,100. The total cost of travel and mileage expenses is $2,500. The total copying expenses is $8,500. The total expense for community planning and events is $18,406. The total amount to be spent on program necessities (e.g. hygiene items, identification, and clothing) is $3,200.

Shelter Housing Needs

One hundred five (105) nights of hotel/motel vouchers at a total cost of $9,000 and ninety-five (95) meals at a total cost of $945 will be available to provide to homeless veterans as an incentive to engage them in services with the Outreach Worker and Case Manager. The vouchers will also ensure the veteran will have immediate housing while he or she is being assisted in obtaining permanent housing, as shelter space is limited in Long Beach.

Administrative Responsibilities

City of Long Beach administrative responsibilities include:

1) Planning, coordinating, and monitoring sub-contract programs, City staff, and service deliveries as described in this Statement of Work;
2) Hiring three (3) additional City of Long Beach staff referenced in this Section II, Program Staffing Requirements;

3) Ensuring that a temporary/emergency shelter and permanent housing placement is made within thirty (30) days following a vacancy;
4) Meeting with County Project Manager on a quarterly basis to discuss programmatic issues and on general procedural issues as needed;
5) Submitting invoices and written quarterly reports (Exhibit R) to County Project Manager within sixty (60) calendar days from the end of the service quarter on the status of the Initiative including but not limited to, performance outcome measures;
6) Ensuring quality control over the subcontracts and documenting that funds are being expended in furtherance of Initiative goals; and,
7) Documenting performance outcomes associated with the subcontracts.

The City of Long Beach will receive a total of $50,000 for performing these administrative duties.

III. Sub-Contractors Scopes of Work

United States Veterans Initiative (U.S. Vets) - $100,000

Background
According to Los Angeles County commanders of local area bases, 30-40% of the newly returning veterans are unemployed and do not know the steps for re-engaging in society, post deployment. Young veterans and/or reservists are reluctant to admit to having emotional challenges during their tour of duty because it might interfere with their top priority, which is to return home. Likewise, they are reluctant to request information on medical benefits, employment assistance or educational benefits.

Program Staffing Requirements
U.S. Vets will provide a 0.85 FTE Outreach Worker and a 0.25 FTE Clerk for a total amount of $80,348 for salaries and employee benefits, to conduct focused outreach and service enrollment to newly returning veterans from the Iraq war. The U.S. Vets Outreach Worker will conduct at least twenty (20) outreach sessions over the course of one (1) year to local military reserve bases in Los Angeles County, to educate veterans about services available through U.S. Vets. The outreach session consists of a presentation, distribution of program brochures, and referrals to services. Through the outreach sessions, the Outreach Worker will come into contact with at least two hundred fifty (250) unduplicated homeless veterans. The veterans will be provided with referrals to services such as substance abuse, health services and mental health services. Further, the U.S. Vets Outreach Worker will assist the veterans with completing necessary documentation for public benefits if the client requests or needs such assistance. Starting with the Los Alamitos base, U.S. Vets will outreach to the units that have recently returned. The visits will start ninety (90) days after the reservists' initial return to the base when the reservists are required to attend their first weekend drill as this is often the point at which trauma is realized. Once the outreach teams have established a successful biweekly outreach schedule, outreach will continue to other reserve units around Los Angeles County. U.S. Vets will conduct additional outreach to at least two Army and two Marine bases ninety (90) days after the reservists' initial return to the base. More military bases will be added to the schedule once permission is granted.

The U.S. Vets Outreach Worker will refer newly returning veterans to the Villages at Cabrillo for emergency, transitional and permanent supportive housing and support services for homeless veterans. U.S. Vets will also refer veterans to the Veterans Administration (VA) for medical and rehabilitative services.

The U.S. Vets Clerk will assist veterans referred by the U.S Vets Outreach Worker, with obtaining appropriate supportive services. The U.S. Vets Clerk will refer veterans to the Villages at Cabrillo for supportive services such as employment assistance, medical services and benefits advocacy. The U.S. Vets Clerk will also assist veterans in completing necessary forms for enrolling in supportive services if the client requests or needs such services.

The maximum amount of $19,652 will be used to cover the costs of travel and mileage ($1,940); equipment ($5,000); supplies ($5,000); insurance ($1,630); telephone service ($2,400); and incentives ($3,682) to be used to encourage clients to use services and develop on going relationships with staff. Examples of incentives include but are not limited to: toiletries, house wares, or gift cards.

U.S. Vets will provide the following services, as in-kind, to help reintegrate homeless veterans, and/or those at risk of becoming homeless back into society: transitional housing, meals, medical and mental health support, and employment assistance.

Single Parents United in Kids (SPUNK) - $25,000

SPUNK will provide a 0.2 FTE Program Coordinator for a total salary cost of $15,000, to assist permanently and totally disabled veterans with eliminating their child support debt owed to the County. A total of $10,000 is allocated for office equipment (telephone, facsimile machine, and internet access).

This program will only be offered to permanently and totally disabled veterans that owe recoupment funds to the County welfare system for public social services benefits provided, not to the custodial parent. SPUNK staff will not advocate for the veteran or take a position that is contrary to the County Child Support Services Department. The program will be available at the Villages at Cabrillo for a total of eight (8) hours per week and will provide services on an appointment only basis.

SPUNK's Program Coordinator will assist at least 30 permanently and totally disabled veterans per year with the following program services:

Assist SSI-eligible veterans to:
1) Close a child support case;
2) Reinstate a suspended driver's license;
3) Clear a negative credit history; and
4) Obtain a refund on any welfare monies paid after the date of disability.

Assist veterans with reducing child support payments to:
1) Initiate a case audit to determine the correct child support amount owed;
2) Process paperwork with the child support office; and
3) Monitor the actions of the child support office and the veteran to ensure that documents are submitted correctly and payments are made in a timely manner.

Assist veterans with child support cases involving more than one county or state to:
1) Coordinate with child support office to obtain all county and state information, when multiple jurisdictions are involved;
2) Initiate a case audit to determine the correct amount owed;
3) Work with the child support office to determine if a compromise or reduction can be completed; and

4) Process appropriate paperwork for negotiating the compromise or reduction for the other county or state.

Assist veterans with Social Security Disability benefits to:
1) Ensure that veterans receive Social Security credit for the monthly benefits being paid to the custodial parent on behalf of the child; and
2) Ensure that veterans receive Social Security credit for any retroactive monies paid to the custodial parent on behalf of the child, through the audit process.

Assist veterans with multiple cases to:
1) Initiate audit procedures to determine correct amounts owed; and
2) Assist veterans with completing appropriate paperwork to negotiate a payment amount that is reasonable for the veteran to realistically pay.

Assist veterans with the notification of child support action to:
1) Review the legal process for serving child support notifications;
2) Request/obtain a copy of the court order and proof that the veteran was served with the notice of child support action from the child support office;
3) Initiate a referral to the Family Law Facilitator's Office for preparation of the appropriate paper work file; and
4) File the paperwork with the court and accompany veteran to court if necessary.

Assist veterans with establishing a payment plan for child support to:
1) Obtain a copy of the court order;
2) Obtain a referral to the Family Law Facilitator's Office to compile a request with the court; and
3) File the request with the court and accompany veteran to court if necessary.

Assist veterans with responding to original child support documents to:
1) Complete the child support documents;
2) Submit the child support documents to the court for filing; and
3) Mail copies of the child support documents to the child support office and to the veteran.

National Mental Health Association of Los Angeles (MHALA) - $25,000

MHALA will provide a 0.2 FTE Nurse Practitioner for a total cost for salary and employee benefits of $25,000, to conduct mental health clinical assessments aimed at identifying mental health issues to seventy-five (75) to one-hundred (100) homeless veterans identified by the Long Beach Continuum of Care system providers (the Long Beach Continuum of Care System is comprised of all Department of Housing and Urban Development funded agencies and some non-funded agencies participating in a citywide effort to coordinate homeless service planning and service system) and the Outreach Worker and/or Case Manager as having serious mental health needs in the City of Long Beach.

Services will be provided through MHALA's Homeless Assistance Program (HAP), which is the only service specifically for homeless people with mental illness in the City of Long Beach. HAP has a long history of partnership with the City of Long Beach and currently collaborates on outreach services and housing placement with the City of Long Beach and the Multi-Service Center.

HAP will provide clinical assessment services to homeless veterans who are referred by the Mental Health Coordinator, Case Manager or Outreach Worker as exhibiting mental health issues.

HAP's licensed nurse practitioner will provide psychiatric assessment and consultation, including medication consultation, to clients. The nurse practitioner will coordinate and consult with other HAP clinical and case management staff on referrals and other service/support needs, including the Case Manager and the VA for long-term assistance, if needed. HAP will serve a minimum of three (3) clients per week.

IV. Operational Expenses

City of Long Beach and its subcontractors will provide all items necessary for implementing the Initiative, such as the use of office space, equipment, supplies, and materials. As full and complete compensation for those operational costs, County will compensate the City of Long Beach the maximum amount specified in Pricing Schedule. Any operational costs over and above that amount are the responsibility of City of Long Beach and its subcontractors.

V. Performance Measures

Operational Measures

1) Number/Percent of homeless veterans served through case management
2) Number/Percent of homeless veterans contacts made through outreach
3) Number/Percent of mental health educational pamphlets developed
4) Number/Percent of mental health services activities conducted
5) Number/Percent of outreach sessions conducted by US Vets
6) Number/Percent of homeless veterans contacted through outreach sessions by US Vets
7) Number/Percent of outreach sessions conducted within 90 days of veterans' return from tour of duty
8) Number/Percent of mental health assessments provided to homeless veterans by MHALA

Performance Indicators

1) Number/Percent of hotel vouchers provided to homeless veterans
2) Number/Percent of meals provided to homeless veterans
3) Number/Percent of homeless veterans whose child support payment was eliminated or reduced by SPUNK
4) Number/Percent of homeless veterans placed into housing
5) Number/Percent of homeless veterans who received:
   - public benefits
   - housing resources
   - employment
   - mental health services
   - medical care
   - or other social services to ensure their stability in housing
6) Number/Percent of homeless veterans who received the following treatment on demand:
   - substance abuse
   - health services
   - mental health services

EXHIBIT B

City of Long Beach Homeless Veterans Initiative
Twelve (12) Month Pricing Schedule

City of Long Beach

Personnel	
1 FTE Veterans Specific Case Manager III	$48,000
1 FTE Mental Health Coordinator (Public Health Professional III)	$72,233
1 FTE Veterans Specific Outreach Worker II	$44,000
Benefits (50%)	$82,116
Personnel Subtotal	$246,349
Services, Equipment and Supplies	
105 hotel nights X $85 per night	$9,000
95 meals	$945
Equipment (computer, phone)	$11,100
Travel/Mileage	$2,500
Copying	$8,500
Community Planning/Events	$18,406
Program Necessities (hygiene items, Identification, clothing)	$3,200
Services, Equipment and Supplies Subtotal	$53,651
Administrative Cost	$50,000
Total City of Long Beach Allocation	$350,000

United States Veterans Initiative (U.S. Vets) Subcontract

Personnel	
.85 FTE Outreach Worker	$53,550
.25 FTE Clerk	$7,338
Benefits (31.96%)	$19,460
Personnel Subtotal	$80,348
Services, Equipment and Supplies	
Travel/Mileage	$1,940
Equipment	$5,000
Supplies	$5,000
Insurance	$1,630
Phone	$2,400
Incentives	$3,682
Services, Equipment and Supplies Subtotal	$19,652
Total U. S. Veterans Allocation	$100,000

Single Parents United in Kids (SPUNK) Subcontract

Personnel	
.2 FTE Program Coordinator	$15,000
No benefits requested	
Services, Equipment and Supplies	
Office equipment (phone, fax, internet)	$10,000
Total SPUNK Allocation	$25,000

National Mental Health Association of Greater Los Angeles (MHALA) Subcontract

Personnel	
.2 FTE Nurse Practitioner @ $100,000	$20,000
Benefits (25%)	$5,000
Total MHALA Allocation	$25,000

Total 12-Month Project Budget	**$500,000**

CITY OF LONG BEACH HOMELESS VETERANS INITIATIVE
THREE (3) YEAR CONTRACT PERIOD PRICING SCHEDULE

	City of Long Beach	US Vets (subcontract)	SPUNK (subcontract)	MHALA (subcontract)
Personnel	$739,047	$241,044	$45,000	$75,000
Services & Equipment	$160,953	$58,956	$30,000	
Administrative Cost	$150,000			
Three-Year Budget By Agency	**$1,050,000**	**$300,000**	**$75,000**	**$75,000**
TOTAL THREE-YEAR BUDGET	**$1,500,000**			

EXHIBIT C

PAYMENT SCHEDULE

City of Long Beach – Homeless Veterans Initiative

Three (3) Year Contract Period

Payment to Contractor shall be made in arrears on a quarterly basis at a maximum rate of one hundred twenty-five thousand dollars ($125,000) per quarter, not to exceed five hundred thousand dollars ($500,000) per year and one million five hundred thousand dollars ($1,500,000) for the three (3) year contract period. Any unspent portions of the one hundred twenty-five thousand dollars ($125,000) allocated for a given quarter may be carried over to subsequent quarters, provided the annual contract sum does not exceed five hundred thousand dollars ($500,000). Contractor shall submit to the County Contract Manager, within sixty (60) calendar days from the end of the service quarter, its invoice (Exhibit S), with documentation supporting the invoiced amounts, the required hours worked, and the deliverables completed, where applicable.

Payment to Contractor shall be made based upon invoice received, provided that Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice of payment due with documentation and deliverables attached supporting the invoice of payment due. Contractor's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____

Contractor Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____

Authorized Official's Printed Name and Title

_____ _____

Authorized Official's Signature Date

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NAME:

COUNTY PROJECT DIRECTOR:

Name:	Kathy House
Title:	Senior Manager
Address:	222 S. Hill Street, 5th Floor, Los Angeles, CA 90012
Telephone:	(213) 974-4129
Facsimile:	(213) 229-2738
E-Mail:	khouse@ceo.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Garrison Smith
Title:	Homeless Coordinator
Address:	222 S. Hill Street, 5th Floor, Los Angeles, CA 90012
Telephone:	(213) 974-4673
Facsimile:	(213) 687-1138
E-Mail:	gsmith@ceo.lacounty.gov

COUNTY CONTRACT MANAGER:

Name:	Lisa Rizzo
Title:	Contract Manager
Address:	222 S. Hill Street, 5th Floor, Los Angeles, CA 90012
Telephone:	(213) 974-4602
Facsimile:	(213) 229-2738
E-Mail:	lrizzo@ceo.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME: CITY OF LONG BEACH

CONTRACTOR'S PROJECT DIRECTOR:

Name: Corinne Schneider-Jones
Title: Bureau Manager, Human and Social Services
Address: 2525 Grand Avenue, Long Beach, CA 90802
Telephone: (562) 570-4001
Facsimile: (562) 570-4066
Email: Corinne_Schneider@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Patrick West
Title: City Manager
Address: 333 West Ocean Blvd., Long Beach, CA 90802
Telephone: 562.570.6916
Facsimile:
E-Mail: Patrick_West@longbeach.gov

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Same as Contractor's Authorized Official
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Email: _____

EXHIBIT G-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

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 executive 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 executive officer shall be responsible for the administration of this chapter. The chief executive 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.

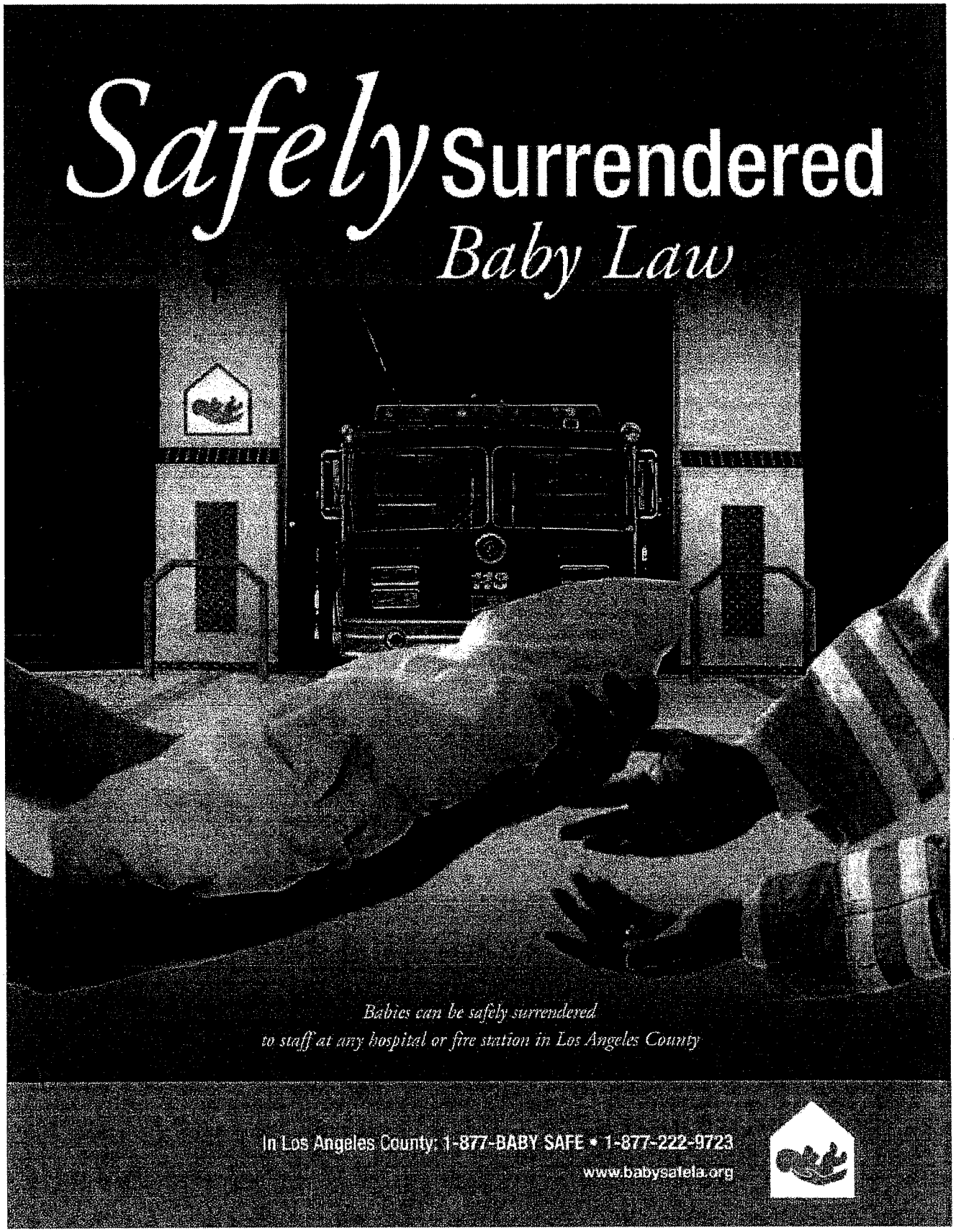
2.203.090. Severability.

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.

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website: www.babysafela.org


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

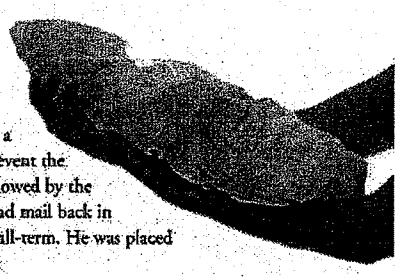
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

EXHIBITS J, K, L and M

INTENTIONALLY LEFT BLANK

EXHIBIT N

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA) AGREEMENT

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3.1 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration
Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT O

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Contractor 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.

☐ 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 Contractor 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

☐ 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)

EXHIBIT P

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES: **Prepared:** _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS:

_____
_____
_____

_____ _____
Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____
_____
_____

_____ _____
Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____
_____
_____

_____ _____
Signature of County Representative Date

COUNTY ACTIONS:_____
_____
_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

EXHIBIT Q

PERFORMANCE REQUIREMENT SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Section 7.1.1 Contractor Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of Files	$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Attachment A - SOW: Paragraph II, Administrative Responsibilities	Contractor shall submit timely quarterly status reports and quarterly invoices to County Project Manager	Inspection & Observation	$50 per occurrence

EXHIBIT R

LOS ANGELES COUNTY HOMELESS COURT PROGRAM - PUBLIC COUNSEL QUARTERLY STATUS REPORT

Instructions: Please complete all Sections I-IV for the Quarterly and Year-End Program Status Reports.

Agency:
Program:
Reporting Period:

SECTION I: PROGRAM ACCOMPLISHMENTS AND DIFFICULTIES

Provide a brief summary of your program accomplishments and any obstacles or difficulties experienced during the reporting period.

SECTION II: DEMOGRAPHICS

Using the table below, please provide a status report about the program participants served during the reporting period. Total numbers served should be UNDUPLICATED and should not include persons who received outreach only and for whom there is no method to document unduplicated numbers. If you are compiling a quarterly report, the last column on the right should be blank until the year-end report is compiled.

LONG-TERM/COMPREHENSIVE SERVICES (DO NOT INCLUDE OUTREACH, REFERRALS, ETC.)	Annual Target	Number Entering Program This Quarter	Cumulative Number Served
1. Total Unduplicated Program Participants*			

*All participants meet the program eligibility requirements

ETHNICITY			
2. African American/Black			
3. Asian			
4. White			
5. Native American/Alaskan Native			
6. Native Hawaiian/Other Pacific Islander			
7. Latino			
8. Multiple Race/Ethnicity			
9. Other			
TOTAL: (SHOULD MATCH #1 - TOTAL UNDUPLICATED PROGRAM PARTICIPANTS)			

SERIVCES			
10. Number/Percent of homeless veterans served through case management			
11. Number/Percent of homeless veterans contacts made through outreach			
12. Number/Percent of mental health educational pamphlets developed			
13. Number/Percent of mental health services activities conducted			
14. Number/Percent of outreach sessions conducted by US Vets			
15. Number/Percent of homeless veterans contacted through outreach sessions by US Vets			
16. Number/Percent of outreach sessions conducted within 90 days of veterans' return from tour of duty			
17. Number/Percent of mental health assessments provided to homeless veterans by MHALA			
18. Number/Percent of hotel vouchers provided to homeless veterans			
19. Number/Percent of meals provided to homeless veterans			
20. Number/Percent of homeless veterans whose child support payment was eliminated or reduced by SPUNK			
21. Number/Percent of homeless veterans placed into housing			
22. Number/Percent of homeless veterans who received: • public benefits • housing resources • employment • mental health services • medical care • or other social services to ensure their stability in housing			
23. Number/Percent of homeless veterans who received the following treatment on demand: • substance abuse • health services • mental health services			

	Number Entering Program this Quarter			Cumulative Number Served		
PROGRAM PARTICIPANT AGE	Male	Female	Transgender/ Other	Male	Female	Transgender/ Other
20. 0-5						
21. 6-11						
22. 12-17						
23. 18-24						
24. 25-34						
25. 35-44						
26. 45-54						
27. 35-44						
28. 45-54						
29. 55-64						
30. 65-74						
31. 75-84						
32. 85+						
TOTAL: (SUM OF COLUMS SHOULD MATCH #1 - TOTAL UNDUPLICATED PROGRAM PARTICIPANTS)						

SECTION III: PROGRAM SERVICES AND OUTCOMES

Quarterly Reports: Please specifically identify any outcomes the program is not on track to meet by the end of the 12-month period. Provide an explanation of the barriers the program is experiencing and the steps the program is taking to mitigate the situation.
End of Term: Please provide an explanation for each output or outcome where achievement is above or below 10% of the projected target.

Authorized Signature: _____

Title: _____ Date _____

EXHIBIT S

City of Long Beach – Homeless Veterans Initiative
Quarterly Invoice

Contractor:
Program:
For Quarter Ending:

Personnel Costs	Los Angeles County Annual Budget (A)	Expense (B)	Expense to Date (C)	Budget Available D = (A) - (C)
Veterans Specific Case Manager	$48,000			
Veterans Specific Outreach Wrk	$44,000			
Mental Health Coordinator	$72,233			
Employee Benefits	$82,116			
Subtotal Personnel Expense	*$246,349*			
Operational Costs				
105 Hotel Nights	$9,000			
95 Meals	$945			
Equipment	$11,100			
Travel/Mileage	$2,500			
Copying	$8,500			
Community Planning/Events	$18,406			
Program Necessities	$3,200			
Subtotal Operational Costs	*$53,651*			
Subtotal Administrative Costs	*$50,000*			
Subcontract Costs				
Personnel	$80,348			
Service/Equipment	$19,652			
US Vets Subcontract Total	***$100,000***			
Personnel	$15,000			
Service/Equipment	$10,000			
SPUNK Subcontract Total	***$25,000***			
Personnel	$25,000			
MHALA Subcontract Total	***$25,000***			
Total Subcontract Costs	*$150,000*			
TOTAL PROGRAM COSTS	***$500,000***			

AMOUNT DUE THIS QUARTER

Los Angeles County Use Only

Project Manager Approval _____ Date: _____

Branch Manager Approval _____ Date: _____

Qrt Rpt Submitted with Invoice? Yes _____ No _____

ATTACHMENT B

PINK

76R 352M 11/83

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 060

DEPARTMENT OF **CHIEF EXECUTIVE OFFICE**

APRIL 8, 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2007-08

3 - VOTES

SOURCES	USES
PROVISIONAL FINANCING USES - VARIOUS	HOMELESS AND HOUSING PROGRAM
Services and Supplies	Services and Supplies
A01-BS-2000-13749-13760	A01-AO-2000-26685
$500,000	$500,000
APPROPRIATION DECREASE	APPROPRIATION INCREASE

JUSTIFICATION

This appropriation adjustment is required to shift $500,000 to the Homeless and Housing Program budget to cover the costs for the Homeless Veteran's Initiative approved by the Board of Supervisors on June 18, 2007 for the development and implementation of specialized services for homeless veteran in the Long Beach area of the County.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
12 MAY 13 2008

Ed Corser, CEO Manager

CHIEF EXECUTIVE OFFICER'S REPORT

SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR -- ACTION

RECOMMENDATION

AUDITOR-CONTROLLER BY

NO. 193 March 31 20 08

APPROVED AS REQUESTED AS REVISED

4/28 20 08

CHIEF EXECUTIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS 20

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER