AGENDA
HUMAN SERVICES COMMISSION
CITY OF WEST HOLLYWOOD
TUESDAY, APRIL 26, 2022
6:00 PM

***TELECONFERENCE MEETING**

LAND ACKNOWLEDGEMENT:

"The West Hollywood Human Services Commission acknowledges that the land on which we gather and that is currently known as the City of West Hollywood is the occupied, unceded, seized territory of the Gabrieleño Tongva and Gabrieleño Kizh peoples."

***IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AB 361 HAS AUTHORIZED PUBLIC MEETINGS TO TAKE PLACE VIA TELECONFERENCE BECAUSE STATE AND LOCAL OFFICIALS ARE RECOMMENDING MEASURES TO PROMOTE SOCIAL DISTANCING.**

TO VIEW THE HUMAN SERVICES COMMISSION MEETING:

*****Please note that the ZOOM Platform is the official viewing platform for this meeting. To afford the public with an additional viewing option and in order to expand access to our public meetings, this meeting is also live streamed as a courtesy on YouTube (https://www.youtube.com/wehotv). However, because YouTube is a third party and operates independently from the City of West Hollywood, the streaming reliability cannot be guaranteed.**

PUBLIC PARTICIPATION

TELECONFERENCE AUDIO MEETING & PROVIDING PUBLIC COMMENT BY TELEPHONE OR VIA THE ZOOM PLATFORM:

You are strongly encouraged to email Joyce Britton at JBritton@weho.org no later than 4:00 p.m. on Tuesday, April 26th to be added to the Public Speaker List for the meeting. Please include your name, the phone number from which you will be calling if applicable, and which item you would like to speak on.

To provide public comment via the Zoom Platform – When you enter the meeting, please make sure to turn off your video and mute your audio.

If you wish to make a public comment, please use the 'raised hand' feature in the Zoom application. You will be called at the appropriate time. Please turn on your video and audio to make your public comment.
Meeting ID: 864 2286 3592
Join Zoom Meeting
https://us06web.zoom.us/j/86422863592

To provide public comment via telephone, please call in and remember to place your phone on mute:

Dial-in phone number: (669) 900-6833
Meeting ID: 864 2286 3592; then press #
Dial-in 10 minutes before the meeting starts.

If special assistance to participate in this meeting is required, (e.g., an American Sign Language interpreter for people who are Deaf or hard of hearing), you must call or submit your request in writing to the Office of the Social Services at (323) 848-6510 at least 48 hours prior to the meeting. The City TTY line is (323) 848-6496.

1. CALL TO ORDER

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

The Human Services Commission is requested to approve the meeting agenda for April 26, 2022.

D. PUBLIC COMMENT

The Human Services Commission values your comments; however, pursuant to the Brown Act, Human Services Commission cannot take action on items not listed on the posted agenda. Members of the public have three minutes to speak. This public comment period is to address the Human Services Commission on agenda items or items of general interest within the jurisdiction of the of the Human Services Commission. An additional public comment period is offered at the end of the meeting.

2. CONSENT CALENDAR

A. APPROVAL OF MINUTES

The Human Services Commission is requested to approve the minutes of the April 12, 2022.

3. NEW BUSINESS

A. BLOCK BY BLOCK SECURITY AMBASSADORS PROGRAM OVERVIEW

The Human Services Commission will receive a presentation from Block-by-Block Security Ambassadors on the services they offer to the community.

Recommendation: Receive presentation and discuss.

4. UNFINISHED BUSINESS

A. FUNDING PRIORITIES DISCUSSION AND 2022 RFP DOCUMENT APPROVAL

The Human Services Commission will review the funding priorities and approve the RFP document.

Recommendation: Review and approve the RFP document.

B. PREPARATION FOR THE 2022-2025 RFP FUNDING PROCESS

The Human Services Commission will receive a training on the Exhibit B: Budget Justification document, a required component of proposals submitted in response to the 2022-25 Social Services Request for Proposal (RFP).

Recommendation: Receive presentation and discuss.

5. EXCLUDED CONSENT

If an item from the Consent Calendar is pulled for separate discussion, it will be taken up at this time.

6. ITEMS FROM STAFF

7. PUBLIC COMMENT

This time is set aside for the public to address the Human Services Commission on any item of interest within the subject matter jurisdiction of the Human Services Commission that could not be heard under Item 1.D. at the beginning of the meeting.

8. ITEMS FROM COMMISSIONERS

During this time, in accordance with Section 4.7 of the Human Services Commission bylaws, any member of the Commission may request that an item of business within the Commission's subject matter jurisdiction be added to a future agenda. Such requests are subject to the approval of the Commission.

9. ADJOURNMENT

The Human Services Commission will adjourn to its next teleconference meeting scheduled for Tuesday, May 10, 2022, at 6 pm via teleconference.

MINUTES
HUMAN SERVICES COMMISSION
CITY OF WEST HOLLYWOOD
TUESDAY, APRIL 12, 2022
6:00 PM

***TELECONFERENCE MEETING**

1. CALL TO ORDER – Chair Palmieri called the meeting to order at 6:02 pm.

A. ROLL CALL

PRESENT: Sam Borelli, Chelsea Byers, Adam Darvish, Steven Davis, Joy Freiberg, Jimmy Palmieri

ABSENT: Barbara Meltzer

STAFF: Christof Schroeder, David Giugni, Leslie Isenberg, Derek Murray, Francisco Gomez, Doug Nguyen, Joan Mithers, Katie Egan, Jenny Ivanova, Joyce Britton

B. PLEDGE OF ALLEGIANCE – Derek Murray led the pledge.

C. APPROVAL OF AGENDA
ACTION: Approval of the April 12, 2022, meeting agenda was **motioned by Commissioner Borelli, seconded by Commissioner Byers, and approved by roll call vote.**

D. PUBLIC COMMENT
Rob Lester, WEST HOLLYWOOD, spoke about the impact of HIV on the LGBT community in West Hollywood. He mentioned that there is still an unmet need for care services and noted an increase in services provided at the HIV testing and STD treatment clinic.

David Nash spoke about the need for increased funding to Ambiance Transportation to cut down on transportation costs for those living with disabilities. He also asked for increased funding to DCRC and mentioned the need for more affordable housing for people with disabilities. He suggested having more simplified access to social services.

2. CONSENT CALENDAR

A. APPROVAL OF MINUTES
ACTION: Approval of the March 8, 2022, meeting minutes were **approved by roll call vote,** with Commissioner Borelli abstaining**.**

ACTION: Received and filed. **Approved as part of the Consent Calendar.**

B. SENIOR MONTH PROGRAMMING 2022

The Human Services Commission received information on events and activities taking place during May in recognition of Senior Month.

Recommendation: Received and filed.

3. PUBLIC HEARING

A. HEARING ON SOCIAL SERVICES PRIORITIES

David Giugni, Social Services Manager, provided an overview of the 2022-25 Social Services Request for Proposal (RFP) process and introduced the Public Hearing on Social Services priorities.

Rachel Resnick, Chief Program Officer, NCJWLA, spoke about the growth of their rental assistance programs through the pandemic and noted factors that highlighted a need for income and employment stability for community members.

Marina Berkman, Program Director, Jewish Family Service, spoke about challenges in accessing some benefits for their clients, such as meal programs, personal care and other services.

Yola Dore', West Hollywood resident, spoke about funding needs in addition to COVID, such as catastrophic illnesses, cancer and HIV. She also mentioned needs for younger community members that have been homebound during the pandemic.

Lena del Rio, Translatin@ Coalition, requested support for the Translatin@ Coalition.

Al Romero, Translatin@ Coalition, spoke about discrimination and lack of financial support for housing opportunities, as well as general financial support for the transgender community in West Hollywood.

Odales Rodriguez, Translatin@ Coalition, spoke about the lack of services for the trans Latina community, discrimination from law enforcement and others in West Hollywood. They would like more support from the City of West Hollywood.

Swanee Mendes, Translatin@ Coalition, spoke about the importance of connecting the transgender community to services and the need to invest more in the lives of transgender women experiencing homelessness.

Lisa Marie, Translatin@ Coalition, spoke about improving the availability

of services for the transgender community and investing in more resources.

Hermione Beard, West Hollywood resident, spoke about how Jewish Family Service has enriched her life and highlighted people and services that helped her.

Bamby Salcedo, Translatin@ Coalition, spoke about the need for funds to be allocated for transgender people and also to direct funds toward organizations that are doing the work that they do.

Michael McFadden, West Hollywood resident, spoke about the Los Angeles LGBT Center's Senior Services program and highlighted the many services they provide as the only LGBTQ comprehensive provider to seniors in the LA area. He requested additional support to continue those services.

Ashley Weinberger, Deputy Director, Friends Research Institute, spoke about the HIV risk reduction street outreach program, the methamphetamine program, and the supplemental case management program. She explained that due to the sharp increase in demand, more people are needed to provide services.

Clifford Roberts, Program Manager, Step Up on Second, spoke about the increase that he has seen in mental health needs and discussed the efforts that his organization puts forth in providing those services. He looks forward to another contract to continue providing services.

Richard Rosenthal, LA LGBT Senior Center client, spoke about the services provided to him by the Center and how they have positively impacted his life.

Brian Rogers, Men's Health Foundation, spoke about the services offered by Men's Health Foundation and explained how they could benefit from additional support.

Rob Lester, Men's Health Foundation, spoke about the vital services they provide for patients with sexually transmitted diseases and explained how continued financial support would help them to continue addressing these needs.

Jamie Baker, spoke about the need for continued funding for HIV.

4. NEW BUSINESS

There are no items under New Business.

5. UNFINISHED BUSINESS

A. NEEDS ASSESSMENT FOCUSING ON THE SOCIAL SERVICE NEEDS OF COMMUNITY MEMBERS OF COLOR FINAL REPORT

The Human Services Commission received a presentation from Maroon Society detailing the final report for the Needs Assessment Focusing on the Social Services Needs of Community Members of Color.

ACTION: Received presentation and discussed.

6. EXCLUDED CONSENT

None.

7. ITEMS FROM STAFF

Derek Murray, Social Services Program Administrator, spoke about the activation of weho.org/wehoresponse in response to the war in Ukraine. The website provides resources for support and humanitarian assistance to refugees.

David Giugni, Social Services Manager, reminded commissioners of the next meeting in two weeks and mentioned the discussion of funding priorities on the agenda, as well as opportunities to provide input on the final draft of the RFP. David also mentioned that Christof Schroeder, Director of Human Services and Rent Stabilization, was in attendance.

Christof Schroeder, recognized the staff of the department and the Commissioners for all the work that they do and expressed appreciation for their commitment.

8. PUBLIC COMMENT

None.

9. ITEMS FROM COMMISSIONERS

Commissioner Borelli mentioned the recent passing of community member Bill Gordon and motioned for the Commission to adjourn in his memory.

Commissioner Freiberg asked about City parking passes and spoke about domestic violence, transgender support services, public safety and fentanyl.

Commissioner Byers asked for a cost breakdown on transportation, based on the comments from David Nash. David Giugni will follow up with the Transportation administrators.

Commissioner Darvish spoke about wifi access for older adults and people living with disabilities. He also spoke about transportation challenges that people living with disabilities encounter.

Commissioner Davis expressed concern about the placement of the Approval of

Minutes on the agenda. Social Services Staff will follow up with the City Clerk.

10. ADJOURNMENT

The Human Services Commission adjourned at 8:25 pm, in memory of Bill Gordon, to its next regular meeting scheduled for Tuesday, April 26, 2022, at 6:00 pm via teleconference.

HUMAN SERVICES COMMISSION April 26, 2022
NEW BUSINESS

SUBJECT: **PRESENTATION ON BLOCK BY BLOCK AMBASSADOR SERVICES**

INITIATED BY: **DEPARTMENT OF HUMAN SERVICES AND RENT STABILIZATION**
(David Giugni, Social Services Manager)
(Leslie Isenberg, Social Services Supervisor)

PUBLIC SAFETY DEPARTMENT
(Kristin Cook, Director)

STATEMENT OF THE SUBJECT:

The Human Services Commission will receive a report on Block by Block Ambassador Services

RECOMMENDATION:

Receive report and discuss.

BACKGROUND ANALYSIS:

In follow-up to a request from the Human Services Commission at the Commission's January 2022 meeting, Block by Block staff will present an overview of the services provided by the organization to the West Hollywood community.

Program staff will address the following discussion points in approximately 5-10 minutes and will be available to respond to Commissioners' questions:

- Summary of services provided to West Hollywood community members.
- Collaborative partners in the provision of service.

OFFICE OF PRIMARY RESPONSIBILITY:

HUMAN SERVICES & RENT STABILIZATION DEPARTMENT / SOCIAL

SERVICES DIVISION

HUMAN SERVICES COMMISSION APRIL 26, 2022
NEW BUSINESS

SUBJECT: **RECOMMENDATION TO RELEASE THE 2022 REQUEST FOR PROPOSAL DOCUMENT**

INITIATED BY: **DEPARTMENT OF HUMAN SERVICES AND RENT STABILIZATION**
(Christof Schroeder, Director)
(David Giugni, Social Services Manager)
(Leslie Isenberg, Social Service Supervisor)

STATEMENT ON THE SUBJECT

The Human Services Commission will make a recommendation to the City Council to release the 2022 Request for Proposal document.

RECOMMENDATION

Review the proposed Request for Proposal document for 2022 and recommend its release on May 4, 2022.

BACKGROUND / ANALYSIS

The proposed 2022 Request for Proposal document for social services funding is attached. The Human Services Commission will review the document with staff, with a focus on City Funding Priorities and Target Populations, suggest additions or changes and recommend its release on May 4, 2022.

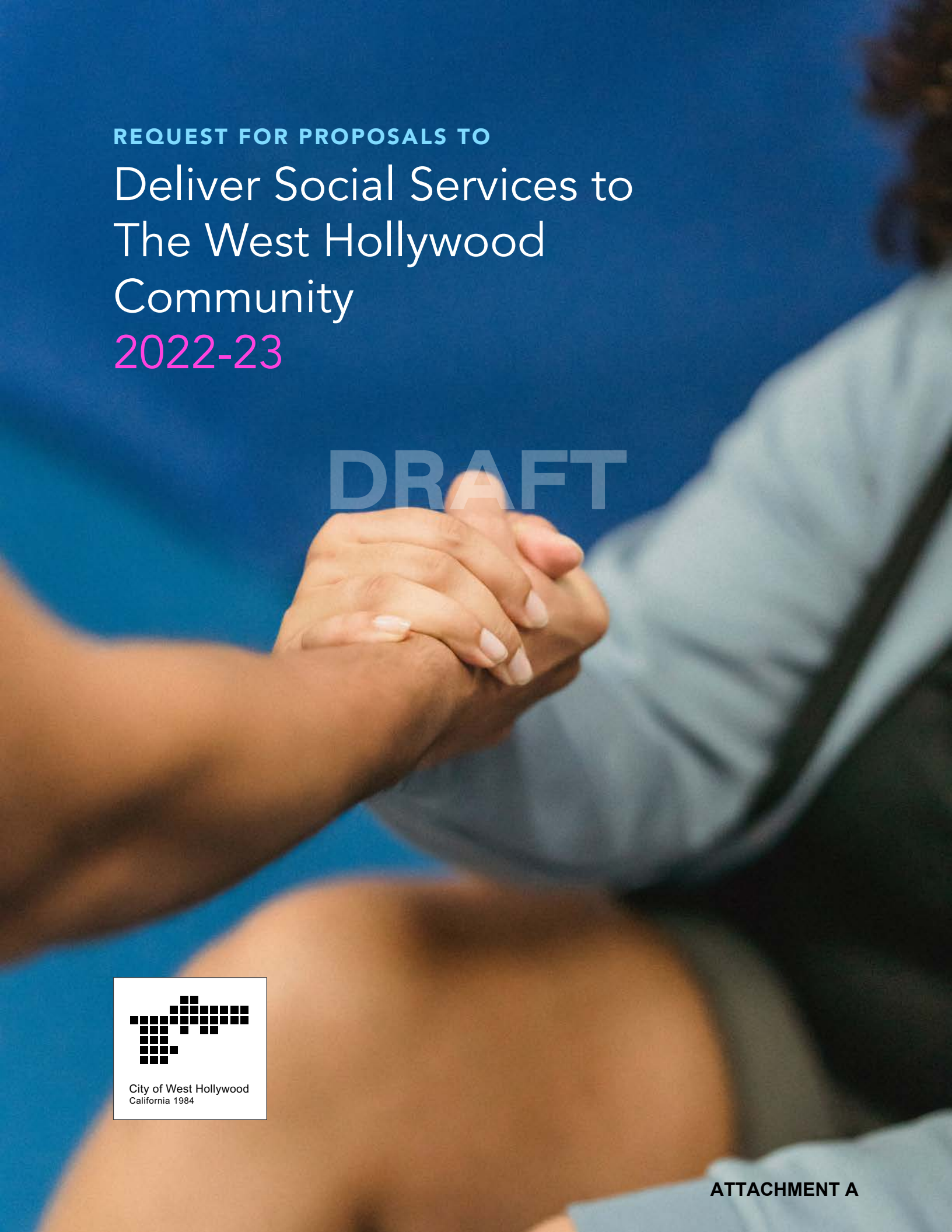
OFFICE OF PRIMARY RESPONSIBILITY:

HUMAN SERVICES & RENT STABILIZATION DEPARTMENT / SOCIAL

SERVICES DIVISION

ATTACHMENT:

Attachment A: Proposed 2022 RFP document (Draft)



REQUEST FOR PROPOSALS TO

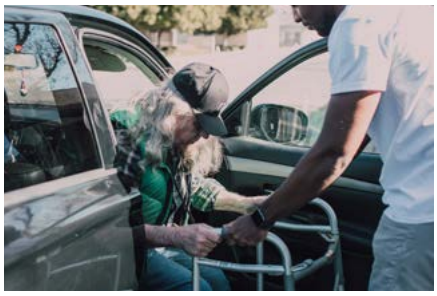
Deliver Social Services to The West Hollywood Community 2022-23

DRAFT

City of West Hollywood
California 1984

ATTACHMENT A

Request for Proposals to Deliver Social Services to the West Hollywood Community 2022-23



KEY DATES

Issued: Wednesday, May 4, 2022
Due: Friday, June 3, 2022
Funding Term: 2022-23 with two one-year options for renewal

BIDDERS' CONFERENCE

Attendance required for all prospective applications
May 11, 2022 at 10 a.m.

CONTACT SOCIAL SERVICES

323-848-6510
TTY for hearing impaired
323-848-6496
Email: wehocaresweho.org

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Overview

BACKGROUND

The City of West Hollywood has been operating social services programs for the community by contracting with non-profit organizations since July 1985. The City Council has a firm commitment to enhancing the quality of life of the City's community members by meeting their social service needs. **City funds are to be used exclusively to provide services to members of the West Hollywood community.** For the purposes of social services funding, a West Hollywood community member is defined as: a resident, a person who works in the City, a person who attends school in the City, a property owner, or an unhoused person who spends the majority of their time in the City.

THREE-YEAR FUNDING PROCESS

Contracts will be negotiated for a one-year period, beginning October 1, 2022 to September 30, 2023, with two one-year options for renewal. Although this Request for Proposal (RFP) requests proposals for three-year programs, the Exhibit A (Scope of Services), Exhibit B (Budget), and funding requests should all reflect one-year programs. The City will assume that the second and third-year program and funding is essentially the same.

CITY EXPECTATIONS

The City works collaboratively with social service providers and facilitates cooperative efforts between and among providers. Once an agency contracts with the City, a City Program Administrator is assigned to the agency or program and will work with a consultant hired by the City who is responsible for fiscal review. City staff members and consultants help ensure compliance with the agency's contract; advise staff on program service, program administration, and financial matters; plan for future service needs; provide assistance regarding the City's requirements and processes; facilitate a cooperative approach to delivery of services to West Hollywood community members; and address concerns from constituents.

Enhancing the quality of life of the City's community members by meeting their social service needs.

Contracted agencies are expected to work as a team with each other and with City staff, share information, and participate in regular collaborative meetings. West Hollywood's approach results in more frequent contact between the City and providers, and in greater City involvement in program operation than in traditional contracting relationships. Applications should demonstrate the ways in which collaboration with other agencies, programs, and public or private entities, enhances service delivery and improves client outcomes.

City policy is established by the City Council, with recommendations from the Human Services Commission and City staff. The Human Services Commission, an appointed body that is advisory to the City Council, makes recommendations for City social

services funding and receives updates on the implementation of City-funded programs to support transparency and consistency with City policy. Documenting implementation and ensuring accountability for City funds is the responsibility of City staff. Recommendations from both City staff and the Human Services Commission are generally, but not always, in alignment. City-funded agencies are often invited to make presentations to the Commission or provide information to the City Council. This participatory process is managed by City staff, who also coordinate the involvement of other City departments in meeting the social services needs of West Hollywood community members.

Collaborative applications are welcome. One non-profit organization must act as fiscal agent for the collaborative and will be solely responsible for meeting all City fiscal documentation and reporting requirements.

The City of West Hollywood does not provide funding to start new organizations ("seed money") or to conduct pilot programs. The City does fund expansion into West Hollywood programs that are successful in other communities, adaptation of successful programs to meet the needs of West Hollywood community members, and services for West Hollywood community members that may be delivered outside the City.

Proposals should note whether they provide services in Russian, Spanish or other languages. They should also state whether they have staff members or volunteers who provide services in those languages and whether their materials are available in multiple languages. Outreach and publicity also include activities that build community support for access to social services. Grantees may be asked to

An important component of any proposal is the plan for outreach and publicity to inform prospective clients about how to access services.

make presentations to City Commissions, Advisory Boards, community organizations, local schools and other groups to help inform the public about services available to West Hollywood community members.

All programs and facilities must be accessible to persons living with disabilities, including mobility, vision, hearing, chronic illness, mental health, developmental, and other conditions.

Non-profit organizations that receive funds from the City are responsible for all terms and conditions of their agreement with the City, and are expected to request assistance when needed, identify areas that may be of concern to City staff, work cooperatively with other agencies, keep the City informed regarding their program activity and the needs of the community, and meet all City contracting requirements. Providers receiving funding must maintain a consistent level of service throughout the year regardless of factors such as staff turnover.

The City encourages providers to include individuals with lived expertise on their staff at all levels of their organizations.

The City contracts for services from providers on a proportional funding basis. Providers should not look to the City as the sole funder of a program and should consider the City as the funder of last resort. The City will contribute to a program's budget in an amount that does not exceed the level of service the City will receive. The City evaluates its contribution by dividing the amount of service West Hollywood community members will receive by the total amount of service the program will provide. The City will compare this percentage with the percentage of the program's budget that is requested from the City. For example, if the proposed program serves 300 people and 100 of these people will be West Hollywood community members, then 33% of the proposed program's activity will serve West Hollywood. The City will then consider funding up to 33% of the proposed program's total budget. The City will not fund a higher level of service than the proportion it receives but may fund less. The proposal should provide information on the program's total budget and service

recipients, and the services delivered to the West Hollywood community, so that the percentage of funding for West Hollywood services is proportional to the total budget.

A list of currently contracted Social Services agencies with a description of programming and funding amounts is included with this document (see Attachment 1). This list provides context for applicants as they consider service provision to the West Hollywood community and funding requests.

Organizations currently contracting with the City that are seeking an increase in funding beyond a nominal cost of living increase must demonstrate a proportional increase in proposed goals.

CITY FUNDING PRIORITIES

Funding priorities and target populations are informed through the findings of the Needs Assessment of Access to Social Services by Community Members of Color, the Aging in Place/Aging in Community Initiative, the HIV Zero Initiative, the West Hollywood Five-Year Plan to Address Homelessness, and by the 2019 West Hollywood Community Study. This RFP also incorporates public input received by City staff and the Human Services Commission during discussions of social services funding priorities with City Commissions and Advisory Boards, current service providers, and members of the public at a public hearing. Grant applicants are not required to address these priorities, but the need for services by members of the West Hollywood community is a criterion for funding.

CITY FUNDING PRIORITIES

- Alternatives to incarceration/ pre-trial services
- Caregiver support services
- Case management services
- Disability services
- Domestic violence/intimate partner abuse services
- Food and nutrition services
- Health care services
- HIV/STD prevention and treatment services
- Homeless services
- Job training and placement services
- Legal services
- LGBTQIA+ services
- Mental health services
- Senior services
- Sexual violence prevention, education and support services
- Substance use disorder treatment services

TARGET POPULATIONS FOR SOCIAL SERVICES INCLUDE:

- Children, youth and families
- Cisgender women
- Immigrants who are in the U.S. to protect their safety
- LGBTQIA+ community members
- Low-wage and immigrant workers
- People experiencing homelessness in the City
- People living with disabilities, including HIV/AIDS
- People of color
- People at imminent risk of homelessness
- People in need due to poverty or low incomes
- People with substance use disorders
- Seniors (with an emphasis on people who are frail and homebound)

Needs Assessment of Access to Social Services by Community Members of Color: The City recently conducted a needs assessment focusing on the social services needs of community members of color. Recommendations from the report include:

1. **Develop an Awareness Campaign for People of Color Working in West Hollywood**

   - Proposals should include an outreach campaign promoting programs and services available to the West Hollywood workforce.
2. **Expand Food & Nutrition Programming for Non-Resident Community Members**
   - In addition to people who live in West Hollywood, proposals should include service provision for those who work, attend school, own property, or spend significant amount of time unhoused in West Hollywood.
3. **Develop a Racial Equity Based Service Utilization Strategy**
   - The Exhibit A: Scope of Service should reflect quarterly and annual goals for serving community members of color.

4. **Evaluate Progress on Service Utilization Strategy with an Evaluation Plan**
    - Contracted agencies will submit quarterly and annual reports to the City reflecting progress toward their stated goals for serving community members of color.
5. **Standardize Provider Capacity to Communicate About Services Offered**
    - The agency website should clearly describe the services offered, eligibility requirements, estimated response time to inquiries and service requests Proposals should include a telephone number and hours of operation.

A link to the Needs Assessment can be found here.

Aging in Place/Aging in Community Initiative:
The City of West Hollywood contracts for services that support City residents across the lifespan. West Hollywood's older residents are diverse and include long-term HIV/AIDS survivors, the Russian-speaking community, the LGBTQIA+ community, and people who are frail and homebound. As community members grow older, they can become increasingly isolated, leading to depression and other health and mental health conditions. Many older adults live on fixed incomes and face food and housing insecurity as the cost of living continues to increase locally and nationally. The City invests in social services to address these issues and support residents' quality of life. For more information about the Aging in Place/Aging in Community Initiative please click here.

Alternatives to Incarceration/Pre-Trial Services: As part of its ongoing effort to promote justice and equity through creative solutions and social services, the City is focusing on pre-trial diversion and alternatives to incarceration, such as substance use treatment, employment support, community service, and counseling. A recent staff report on this initiative is available here.

Enhancing Workers Rights: The City of West Hollywood encourages applicants to include innovative programming to enhance worker's understanding of their labor rights and available City services; provide culturally and linguistically sensitive targeted outreach and education; and provide linkage to services for low-wage workers, particularly for people who are vulnerable to exploitative labor practices. Proposed programs would demonstrate the effectiveness of a partnership between the City of West Hollywood and community-based organizations to successfully reach a largely hidden, insular, vulnerable population to empower them and reduce their risk for labor exploitation and human trafficking. For more information on related topics, including the Minimum Wage Ordinance please click here and the Massage Workers' Rights and Safety Initiative please click here.

HIV Zero Initiative: The City is committed to the goals of achieving zero HIV transmission and making pre-exposure prophylaxis (PrEP), effective medication to treat HIV, and other tools to prevent transmission of HIV widely accessible in West Hollywood. The City funds services that raise awareness of and provide access to transmission prevention resources, including prophylactic medications and services to address co-factors (i.e. mental health challenges, substance use, and HIV stigma). For more information about the HIV Zero Initiative, please click here.

Homelessness Plan: Addressing homelessness in West Hollywood continues to be a key City priority. The City Council adopted the Five-Year Plan to Address Homelessness in August 2018, and the City is implementing the plan with a current focus on street outreach and engagement, creating an Access Center, and establishing interim housing. Staff recommends that services for people experiencing homelessness be aligned with the priorities established in the plan. LGBTQIA+ youth and adults experiencing homelessness are priority populations. Behavioral health services, substance use services and

programs with the capacity to provide immediate response (including evenings and weekends) to community concerns continue to be a priority. To find the Five-Year Plan to Address Homelessness, please click here.

Sexual Health Services and STD Prevention and Treatment: Los Angeles County, including West Hollywood, is experiencing an increase in STD transmission. The City is looking to expand its current portfolio of services.

Community Study: The City of West Hollywood periodically conducts a Community Study to help inform the funding priorities of the City's Social Services Division. The most recent study was conducted in 2019 and was informed by demographic analysis; service utilization data; direction from the City Council, Commissions and Advisory Boards; contracted providers; a statistically valid survey; and community input.

A summary of findings of the 2019 Community Study are available here.

Demographics: Applicants should consult the City's 2019 Community Study for City demographics If other data sources are used to describe needs for services, a citation for the source should be provided.

The City of West Hollywood will consider proposals for services or programs which have not been identified in this RFP, but documentation of need is a significant factor in funding decisions.

Priority will be given to reproductive health services and programs demonstrating innovation and creativity in linking community members to testing, treatment, and harm reduction programs.

FUNDING AVAILABILITY

The City of West Hollywood will allocate approximately $5.1 million in this funding process to local non-profit organizations providing services to meet community needs; to encourage community stability; and to enrich the quality of life for members of the West Hollywood community. Of this amount, approximately $100,000 will be available for urgent needs. Urgent needs funds are intended to be used for one-time, short-term expenditures on behalf of clients that cannot be funded in any other way.

Process for Submission and Evaluation of Proposals

RELEASE DATE

The Request for Proposals will be released on Wednesday, May 4, 2022.
The mandatory Bidders' Conference will take place virtually through Zoom on Wednesday, May 11, 2022 at 10 a.m.

The RFP will be available on the City's website at www.weho.org/rfp.

SUBMISSION DEADLINE

Proposals must be received by close of business, Friday, June 3, 2022 at 5 p.m. Late submissions will not be accepted.

Please submit one copy of your proposal in PDF format by sending it by email to SocialServicesProposal@weho.org. Proposals should be named using your agency name in the following format: AGENCY_2022_SERVICE.pdf. For example, RAINBOW_2022_MentalHealth.pdf. New applicants only should submit one copy of the additional documents listed on the Proposal Checklist.

Submit to:
SocialServicesProposal@weho.org

EVALUATION

Proposals will be evaluated on their own merits, in relation to the needs of the community, competitively, and as components of a larger service delivery system. Staff will conduct site visits and/or in-person interviews with all new (non-currently funded) programs. Staff may conduct other site visits or in-person interviews deemed necessary. Currently funded programs may be interviewed over the telephone or via tele-conferencing if a proposal generates questions.

Each applicant will be notified of recommendations regarding its request, both verbally and in writing, and should avail itself of the opportunity to address the Human Services Commission and the City Council during the review process, according to the schedule included here.

The City Council will adopt final funding levels, types of service, and service goals for each program.

Proposal Submission and Review Timeline

PROPOSED DATES*	ACTION
WEDNESDAY, MAY 4, 2022	City releases Social Services RFP.
WEDNESDAY, MAY 11, 2022 **Bidders' conference for interested applicants 10 a.m. to noon**	
FRIDAY, JUNE 3, 2022	Proposals to be submitted on-line by 5 p.m. Late proposals will not be considered.
TUESDAYS, JULY 12, 19, AND 26, 2022	Human Services Commission meetings, public hearing.
MONDAY, SEPTEMBER 19, 2022	City Council review and grant awards.

*These dates are subject to change. Should a change become necessary, all interested parties will be notified.

The following staff members will be available to answer questions, provide technical assistance, and orient prospective providers to City requirements.

Contact: (323) 848-6510
Monday through Thursday
from 8 a.m. to 6 p.m.;
Fridays from 8 a.m. to 5 p.m.

David Giugni
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Leslie Isenberg
Social Services
Supervisor
lisenberg@weho.org

Derek Murray
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Katie Egan
Social Services
Program Administrator
kegan@weho.org

City Reservations and Conditions

All costs of proposal preparation shall be borne by the applicant agency.

The proposal should always include the applicant's best terms and conditions, though the City reserves the right to negotiate.

All applicants must provide written confirmation of 501(c)(3) status – either their own or that of a sponsoring agency with 501(c)(3) status. If sponsored, applicant should submit a letter of commitment from the sponsoring agency.

All proposals become the property of the City, which reserves the right to use any or all of the ideas in these proposals, without limitation. Selection or rejection of a proposal does not affect these rights.

The City reserves the right to extend the RFP submission deadline if, in the City's sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their proposals.

The City reserves the right to reject all, or any, of the proposals it receives.

The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.

The City reserves the right to request additional information, including agency support documents, during the RFP evaluation process.

The City reserves the right to conduct programmatic and fiscal site visits, review agency records, and interview program staff, volunteers, clients and board members prior to awarding contracts.

Proposal Documents

COVER PAGE

STATEMENT OF APPLICANT ELIGIBILITY

All agencies considered for funding must meet the following minimum requirements:

- The applicant has non-profit tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and Section 23701 of the California State Revenue and Taxation Code, or has been officially sponsored by a 501 (c) (3) organization, by resolution of that organization's Board of Directors. (Submit a copy of the IRS letter, or, if receiving sponsorship, the Board resolution from the sponsoring organization, signed by the board president, and a copy of that organization's IRS letter, as an attachment to your proposal.) If you have applied for, but not yet been granted tax-exempt status, contact the Social Services Manager prior to submitting your proposal.
- The applicant represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, gender, sexual orientation, gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
- The applicant is in compliance with the City's ordinance prohibiting discrimination on the basis of sexual orientation.
- The applicant is in compliance with the City's ordinance prohibiting discrimination against persons living with HIV/AIDS.
- The applicant is in compliance with Civil Rights Act guidelines encouraging employment of minorities, women, and persons living with disabilities.
- Low, sliding-scale fees may be charged, or donations requested, for services provided, but clients who claim hardship or an inability to pay shall not be denied services under the provisions of any contract with the City of West Hollywood. Clients must be informed of this policy.
- The applicant is in compliance with the Americans with Disabilities Act (ADA).
- The applicant will develop a policy which addresses termination of clients for cause or will agree to comply with the suggested City policy.
- The applicant must implement an accounting system which complies with the City's Contracting and Accounting Handbook.
- The applicant will comply with the City's Living Wage Ordinance and Equal Benefits Ordinance.
- The applicant represents that it does not support the Arab League boycott of Israel.
- The undersigned affirms that the above-named agency and program meets the minimum requirements stated here, and that they have been formally authorized by its board of directors to sign legally binding agreements on its behalf.

Executive Director: _____ **Date:** _____

CITY OF WEST HOLLYWOOD
SOCIAL SERVICES PROPOSAL –2022
PROPOSAL CHECKLIST

AGENCY NAME: _____

PROGRAM NAME: _____

Submit one (1) original and twelve (12) copies of each of the following:

- ☐ Cover Page and Statement of Applicant's Eligibility
- ☐ Proposal Checklist (Completed)
- ☐ Proposal Narrative
- ☐ Administrative Information for New Applicants
- ☐ Agency & Program Income Summary
- ☐ Summary of Government Grants and Contracts
- ☐ Exhibit A (Scope of Services)
- ☐ Exhibit B (Budget)

If your agency has **NOT** contracted with the City in 2019, submit one (1) of each of the following documents:

- ☐ IRS Letter confirming 501 (c) (3) status (copy), or Board resolution and 501 (c) (3) status letter of sponsoring organization
- ☐ Roster of Board of Directors with affiliations
- ☐ Most recent complete agency annual financial statement (audit preferred) and most recent IRS Form 990

Also, please indicate whether your agency can supply the following materials in support of your application. These materials may be requested during the RFP review process, and will be required before the City authorizes contracts.

MATERIALS	HAVE	DO NOT HAVE
By-Laws	☐	☐
Articles of Incorporation	☐	☐
Written Personnel Policies	☐	☐
Written Fiscal Policies	☐	☐
Client Evaluation and Grievance Process	☐	☐
Copy of your agency's sexual harassment policy	☐	☐
General Liability Insurance of $1 Million per occurrence	☐	☐
Workers Compensation Insurance as required by the State	☐	☐
Crime Coverage Insurance of $10,000	☐	☐
Medical Malpractice Insurance - $1 Million per occurrence *	☐	☐
Professional Liability Insurance - $1 Million per occurrence *	☐	☐
Professional Liability or Errors & Omissions Insurance - $1 Million per occurrence*	☐	☐

Note: As part of all social services contracts, the City requires that insurance policies name the City of West Hollywood as an additional insured.

* If applicable for medical and counseling programs.

SUMMARY OF GOVERNMENT GRANTS AND CONTRACTS

Please provide dollar amounts and a brief description of scope of work for government grants and contracts for the 2021-22 fiscal year and projected for 2022-23

SUMMARY OF SERVICES TO MEMBERS OF THE WEST HOLLYWOOD COMMUNITY

Agencies provide services to members of the West Hollywood community which are funded by sources other than the City grant. Please provide information about the services and the number of West Hollywood community members served in FY 2021-22 and identify source of funding support.

PROPOSAL NARRATIVE INSTRUCTIONS

In a Proposal Narrative not to exceed eight pages (single-sided, single-spaced pages in 12-point type), please address the following areas of the proposed program's design and services. If this is a collaborative proposal, the narrative may be 11 pages (single-sided, single-spaced, 12-point type.)

Program Goal
What is the goal of the proposed program?

Target Population and Outreach
Describe the characteristics of the target population that the proposed program will serve. Describe outreach strategies to reach that population and provide detail on how the program will target outreach to community members of color.

Need
Describe the need **in the City of West Hollywood** for this particular program.

Service History
What is the total number (including West Hollywood community members) of unduplicated people served by the program in the most recent 12-month period? What 12-month period does this number cover? What was the number of unduplicated West Hollywood community members served during this time period? How is this information documented? If this request is for a new program, please provide service history numbers for a similar or comparable program.

Program Description

1. Summarize exactly what, where, and how services will be provided.

2. Describe how prospective clients access the program and what provisions will be made for crisis intervention and non-business hour access, if applicable.

3. Describe your service location, how it is reached by public transportation or other means, whether you own or rent the property, and any factors that may affect your agency's ability to maintain services in this location.

4. Describe how program progress and success will be evaluated, including the role of the participant in the evaluation of service and the agency's grievance procedures.

5. List the program outcome objective that reflects changes to behavior, status, or well-being.

PROPOSAL NARRATIVE INSTRUCTIONS

Cooperation and Collaboration
Describe how the proposed program will collaborate with programs within the agency and at other agencies. Provide specific examples of current cooperation and collaboration efforts.

Urgent Funds
If the program provides case management services, the program can apply for urgent funds to provide emergency assistance for clients. Describe the target population's need for these funds and provide some examples of the types of anticipated expenditures.

Project Readiness and Staffing Plan
Describe whether project staff members and locations are in place, or whether there will be a start-up period before services commence. What is your plan for staff training and staff development? How will you ensure continuity of services when staff vacancies occur? How are individuals with lived expertise incorporated into staffing at all levels of the organization?

Collaborative Proposals
If this is a collaborative proposal, list the participating non-profits and identify the fiscal agent. Describe the collaboration and explain why the proposal is presented as such. Explain the service roles of each member of the collaborative. Provide letters of commitment from each collaborating agency or a signed Memorandum of Understanding detailing the relationship.

Innovation and Creativity
If your agency or program has innovative or creative characteristics, please describe them. If your agency has programs or strategies that may be relevant to the City's funding priorities (see pages 4–5), please describe them.

ADMINISTRATIVE INFORMATION REQUIRED FOR NEW APPLICANTS

Required only for applicants NOT currently receiving grants from the City of West Hollywood

Please answer the following four questions in one page or less.

1. Summarize the services currently provided by the agency.

2. Describe your experience successfully providing the services outlined in this proposal, or services similar to them.

3. Describe your experience serving West Hollywood community members residents, people who work in the City, people who own property in the City, students who attend school in the City, or people who spend a majority of their time homeless in the City.

4. Please describe the qualifications of your staff who will be assigned to this project, and how supervision and training will occur.

AGENCY & PROGRAM INCOME SUMMARY*

Source of Funds	2021-22 (Operating) Income for Entire Agency	2021-22 (Operating) Income for This Program	2022-23 (Proposed) Income for Entire Agency	2022-23 (Proposed) Income for This Program
CITY OF WEST HOLLYWOOD				
OTHER GOVERNMENT GRANTS AND CONTRACTS (see next page) **				
FOUNDATION GRANTS				
BUSINESS AND CORPORATE DONATIONS				
INDIVIDUAL DONATIONS				
FEES FOR SERVICE				
FUNDRAISING EVENTS				
OTHER (DESCRIBE):				
TOTALS				

*If this proposal is collaborative, each agency should complete this form, and the form on the next page.

** See next page to identify the sources of all government grants and contracts.

SUMMARY OF GOVERNMENT GRANTS AND CONTRACTS

Please provide dollar amounts and a brief description of the scope of work for government grants and contracts for the 2021-22 fiscal year and projected for the 2022-23 fiscal year.

SUMMARY OF SERVICES TO WEST HOLLYWOOD COMMUNITY MEMBERS

Please provide dollar amounts and a brief description of the scope of work for government grants and contracts for the 2021-22 fiscal year and projected for the 2022-23 fiscal year.

EXHIBIT A (SCOPE OF SERVICES) INSTRUCTIONS

Exhibit A (Scope of Services) outlines the proposed program's service, program outcomes, and numbers of people to be served. The Exhibit A template can be accessed here.

Exhibit A, along with a short narrative that agencies will prepare in the event they are selected for funding, becomes the basis of the contract between the agency and the City. Objectives must be specific, measurable, achievable, realistic, and time-specific. Please refer to the samples provided, and consult with City staff for assistance, if needed.

Service Categories:
This refers to the types of service the proposed program will provide. State the type of service(s) proposed. Provide an explanation of the service(s) in the narrative program description. Some examples of common service categories are:

- Case Management
- Counseling
- Emergency Shelter
- Home-delivered meals
- Intake
- Job Placement
- Medical Services
- Outreach

Unit of Service:
This refers to the way in which a service is measured. For services that involve in-person, in-depth contact (counseling, intake, casework, etc.), the City is interested in knowing the number of "New and Unduplicated People", the number of "New and Ongoing Clients", and the number of "Client Visits" per service. Other types of service should measure the number of people receiving the service and the amount of the particular service provided. For example, a service category of "Emergency Shelter" would be measured by the number of people served and the number of bed nights utilized. A food program would be measured by the number of people served and the number of meals provided. A job placement service would be measured by client intake and the number of job placements. Group activities would be measured by the number of groups provided and attendance.

Numerical Goals:
The "West Hollywood" section of Exhibit A refers to the number of West Hollywood community members to be served quarterly and annually. The "Total Project" section refers to the total number of people (including members of the West Hollywood community) the program will serve quarterly and annually.

Outcome Objective:
Provide one outcome objective that is measurable, specific, achievable, realistic, time-specific, and which reflects behavior change or program impact. State how many of what population will experience what benefit in what time frame.

EXHIBIT A SAMPLE
SHELTER AND SUPPORTIVE SERVICES

CITY OF WEST HOLLYWOOD -- DEPARTMENT OF HUMAN SERVICES & RENT STABILIZATION--SOCIAL SERVICES DIVISION
SAMPLE Exhibit A: Scope of Services

Agency: **Program: Shelter and Supportive Services**

		NUMERICAL GOALS			
		West Hollywood		Total Project	
Service Categories	**Unit of Service**	**Quarterly**	**Annually**	**Quarterly**	**Annually**
Outreach	Contacts	900	3,600	1,800	7,200
Intake	New, Unduplicated People	300	1,200	900	3,600
Shelter	New, Unduplicated People	75	300	225	900
	New & Ongoing People	105	N/A	315	N/A
	Bed Nights	900	3,600	2,700	10,800
Food	Meals	1,800	7,200	5,400	21,600
Public Assistance Advocacy	New, Unduplicated People	120	480	360	1,440
	New, Ongoing People	180	N/A	540	N/A
	30-min. Advocacy Sessions	720	2,880	2,160	8,640
Case Management	New, Unduplicated People	210	840	630	2,520
	New and Ongoing People	300	N/A	900	N/A
	30-min. Casework Sessions	1,800	7,200	5,400	21,600

OUTCOME OBJECTIVE: 75% of clients who complete the shelter and supportive services program will obtain stable housing by the end of the program year.

EXHIBIT A SAMPLE
HIV Prevention

CITY OF WEST HOLLYWOOD -- DEPARTMENT OF HUMAN SERVICES & RENT STABILIZATION--SOCIAL SERVICES DIVISION
SAMPLE Exhibit A: Scope of Services

Agency: West Hollywood Community Clinic **Program: HIV Prevention**

		NUMERICAL GOALS			
		West Hollywood		Total Project	
Service Categories	**Unit of Service**	**Quarterly**	**Annually**	**Quarterly**	**Annually**
Intake & Assessment	New, Unduplicated People	25	100	125	500
	New, Unduplicated Community Members of Color	8	30	N/A	N/A
HIV Testing and Counseling	New, Unduplicated People	18	72	105	420
	New & Ongoing People	20	N/A	750	N/A
	# of Sessions	720	2,880	2,160	8,640
Safer Sex Educational Classes	Classes	12	48	36	144
	People Attending	RA*	640	RA	7,200
PrEP Support Group	New, Unduplicated People	RA	360	RA	1,080
	New & Ongoing People	150	N/A	450	N/A
	# of Sessions	100	400	300	1,200
Volunteer Training	New, Unduplicated People	RA	50	RA	150
	Sessions	RA	100	RA	300

*Report Actual

OUTCOME OBJECTIVE: 65% of program participants will report safer sex behaviors by the end of the program year.

View Attachments

EXHIBIT B (BUDGET JUSTIFICATION) INSTRUCTIONS

Using the form and samples provided by the City, please complete the Budget Justification detailing personnel costs, other program and administrative costs, and urgent funds (if applicable) for the program. Include all costs for the program for which funding is requested, regardless of whether the expense is to be met by the City of West Hollywood. The Exhibit B template can be accessed by clicking on the "View Attachments" link on the top right corner of this sheet.

Personnel Costs (page 1 of form)

Position Title: List each paid position of the program by title. Include all positions, whether grant-funded or not, and indicate the percent of time spent on the project.

- Monthly Salary: Indicate the total monthly salary for the position.
- % Time on Project: Indicate the percentage of the salary to be charged to the West Hollywood grant.
- # Months Employed: Show the number of months during the grant period that the position will be filled.
- Total Grant Share: Compute the total charge to the grant for each position. Multiply the monthly salary by the percentage of time on the project by the number of months employed.
- Total Non-Grant Share: Enter the remainder of the salary in the "Total Non-Grant Share" column.

Fringe Benefit Costs

For salaries and wages *to be funded by the grant*, itemize each benefit by type and percentage of salary (if applicable) and the number of employees covered. Sick leave, vacation, and holidays are not included as fringe benefits. Medical/dental Insurance should be detailed by the annual premium for each individual budgeted, multiplied by the percentage of that individual's salary that is charged to the grant. Employer payroll taxes may be included as fringe benefits. Provide totals for the grant share, the non-grant share, and the total of all benefits costs.

Total Personnel Costs: In this row, provide the total of salaries and benefits for the Grant Share, Non-Grant Share, and Total Program.

Other Costs (page 2 of form)

Show each item and describe the basis for the amount requested.

Facility Costs

Describe the basis of the allocation of rent, utilities, janitorial, telephone, internet, utilities, or other costs for the project's location. For example, "This agency occupies 2,500 square feet, and pays $2,750 per month in rent. The project will occupy 500 square feet (20%) of agency space. The agency will absorb 50% of the program's rental expense." In this case, the grant share will be $275/mo. ($3,300/year.)

Insurance

City contract provisions require that grantees have liability insurance coverage in the amount of $1 million and a comprehensive blanket crime policy in an amount not less than $10,000. Please budget appropriate amounts for these expenses and show the basis for the allocation of costs to the grant and to other agency programs.

Consultant Services

Consultant services are those contract services performed by individuals who are not agency staff. List each type of consultant to be funded by the grant, the specific services rendered, the proposed hourly rate, and any additional information to justify the use of consultants as opposed to staff or volunteers. For example, "A consulting licensed mental health professional will provide supervision for eight intern mental health workers and eight staff members. 8 hours/week x $100/hr. x 52 weeks = $41,600."

Training, Seminars, Conferences

Include a description and justification for the training to be attended and show how the cost was computed. Identify amounts for travel, per diem expense, and lodging.

Audit

Grantees receiving $50,000 or more from the City are required by the contract to have an annual certified audit. Show the basis of any cost allocation to the grant.

Mileage

Justify any mileage expenses requested and show the basis for the computation.

Other examples of Program Costs include:

- Advertising
- Directly paid services such as bus fare and food vouchers
- Printing
- Supplies
- Urgent Needs Fund

Equipment Purchase

Funding from the City of West Hollywood may not be used to purchase equipment.

Indirect Cost

Up to 10% of the grant may be used for indirect costs. The basis for indirect costs must be approved by the City. Depreciation and other non-cash costs cannot be included in the allocable base or as a budgeted item.

Program Income

Any income generated by a project funded by the City of West Hollywood must be used for the support of the project. Such income cannot be used to support other agency programs or projects. Detail all sources of income generated by grant funded projects, the anticipated dollar amount, and the basis for the computation. Show the program income as a negative amount which reduces the non-grant share of expenses.

The Budget Justification must be signed by the Fiscal Officer and the Executive Director. Make sure the signatories are included on the Authorized Signature list submitted to the City.

EXHIBIT B SAMPLE
BUDGET JUSTIFICATION

City of West Hollywood
Social Services Division

Sample ***- Budget Justification - Page 1***

Agency: **Exemplary Social Services** Year: 2022-23

Program: **Helping People**

Position Title	**Monthly Salary**	**% Time**	**# Months Employed**	**Total Grant Share**	**Total Non-Grant Share**	**Total**
Executive Director: (NOTE: This is a full-time agency position paying $120,000 per year. The E.D. spends 10% of her time on this project).	$10,000	10%	12	$12,000	$108,000	$120,000
Bus Driver (NOTE: This is a part-time position amounting to 15 hours per week [37% of 40 hours]). The driver will not be needed during the first five months, and the position is fully funded by the grant.	$3,000	37%	7	$7,770	$0	$7,770
Accountant (NOTE: This position is fully funded by the agency.)	$5,600	25%	12	$0	$67,200	$67,200
Program Director (NOTE: This position will not be filled until the second month; it is funded by the grant.)	$5,600	100%	11	$61,600	$0	$61,600
Total Salaries				$81,370	$175,200	$256,570
Fringe Benefit Costs:	**Cost Calculation:**			**Grant Share**	**Non-Grant Share**	**Total**
FICA:	7.65% *			$6,225	$13,403	$19,628
SUI:	1.90% *			$1,546	$3,329	$4,875
Worker's Comp:	6.30% *			$5,126	$11,038	$16,164
Med. Insurance:	$85 per person per month (some agencies may use percentage method) *			$2,040	$2,040	$4,080
Other (Detail):						
Total Benefits:				$14,937	$29,809	$44,746
Total Personnel Costs:				$96,307	$205,009	$301,316

* or average monthly cost per agency

City of West Hollywood
Social Services Division

Sample *Budget Justification - Page 2*

Agency: **Exemplary Social Services** Year: 2022-23

Program **Helping People**

Budget Line Item	**Grant Share**	**Non-Grant Share**	**Total**
Total Personnel Costs:	$96,307	$205,009	$301,316
OTHER COSTS:			
Facility Costs:			
Rent 2,000 square feet at $1.35 per sq. ft. Program occupies 300 sq. ft. (15%)	$4,860	$27,540	$32,400
Utilities: 15% of projected total annual cost charged to grant.	$750	$4,250	$5,000
Telephone: projected cost of $75.00/month	$900	$0	$900
Equipment Maintenance and Repair	$0	$500	$500
SUBTOTAL- Facility Costs	$6,510	$32,290	$38,800
OTHER COSTS: Program Costs:			
Vehicle rental: At $300/month	$3,600	$0	$3,600
Vehicle insurance: At actual annual cost	$5,300	$0	$5,300
Audit: Charged 1/3 to grant, based on proportion of grant to total agency funding	$1,667	$3,333	$5,000
Printing of program brochure – 500 copies at .35 each	$175	$0	$175
Postage	$0	$600	$600
Insurance	$0	$10,000	$10,000
Urgent funds	$2,500	$0	$2,500
Indirect (Administration) @ 7%	$9,231	$0	$9,231
SUBTOTAL- Program Costs	$22,473	$13,933	$36,406
Totals:	$125,290	$251,232	$376,522

Executive Director: _____ Date: _____

Finance Director: _____ Date: _____

City Approval: _____ Date: _____

City Approval: _____ Date: _____

ATTACHMENT 1:
City of West Hollywood Funded Social Services Agencies and Programs (2021-22)

ALLIANCE FOR HOUSING AND HEALING provides housing case management and financial support to persons living with HIV/AIDS to pay for rent, utilities, pharmaceuticals. Also provides rental assistance to any older adult who is 55+ and experiencing a rental burden in West Hollywood. $207,515

APLA HEALTH & WELLNESS provides case management, nutrition, dental care, and group support for people living with HIV/AIDS. APLA Health also provides therapy, group support, and benefits counseling to the entire community, regardless of HIV status. $258,211

ASCENCIA provides comprehensive services for adults who are homeless including housing navigation, shelter, case management, and street outreach. $329,834

AWAKENING RECOVERY, INC. provides a residential long-term recovery solution for drug addictions and alcoholism, incorporating the 12-step philosophy and a structured peer mentoring recovery home process. Fee for service; access to $25,000 treatment pool of funds

BEING ALIVE provides educational peer support, peer counseling, mental health services, wellness center programming and social events for persons living with HIV/AIDS. Also provides syringe exchange services for the entire community. $122,979

BET TZEDEK LEGAL SERVICES provides legal services for community members, with particular emphasis on housing and eviction defense, benefits advocacy, immigrant rights, and Holocaust survivor services. $147,898

DISABILITY COMMUNITY RESOURCE CENTER assists disabled adults to achieve and maintain independence in their homes and community-based housing. $62,710

FRIENDS RESEARCH INSTITUTE, INC. provides HIV risk reduction educational outreach and case management services to gay, bisexual, and transgender persons and outpatient substance use treatment and case management for gay and bisexual men who use methamphetamine. $308,244

HOUSING WORKS provides case management services to current and formerly homeless community members to assist them with housing navigation, placement, and retention. $133,814

JEWISH FAMILY SERVICE (JFS)

- **JFS West Hollywood Comprehensive Services Center** includes social services and activity programming for older adults (55 and older) and people living with a disability. Disability Services include counseling and case management services for adults of any age living with a disability. Services for older adults include counseling, case management, homemaker services, telephone reassurance, recreation and educational classes, and excursions. $1,034,628

- **JFS Nutrition Program** provides home-delivered meals and congregate meals in West Hollywood for older adults and persons living with disabilities. $432,044

- **JFS SOVA Community Food & Resource Program** provides free groceries for community members. $101,755

JVS SO-CAL WEHO WORKS PROGRAM provides employment services for the West Hollywood community, including job development and job placement, referrals, job skills programs, and employment opportunities at West Hollywood businesses. $155,580

LOS ANGELES LGBT CENTER

- **Mental Health Services** provides therapy, group support, psychiatry, family violence intervention and addiction recovery services. $162,021

- **Senior Services** provides case management, employment assistance, housing resources, food and self-care resources, support groups, and social outings for adults 50+. $70,924

- **Sexual Health Program** provides HIV and STD testing and treatment services, PrEP and PEP, and HIV medical care. $241,250

- **Transgender Economic Empowerment Program** provides street outreach, legal services, case management, and employment services for transgender and non-binary people. $104,23

- **WeHo Life** provides HIV prevention information and condom distribution to West Hollywood residents and businesses. $49,595

- **Youth Services** provides comprehensive services for LGBTQ youth, including shelter, case management, educational and vocational services, and outreach. $142,370

McINTYRE HOUSE provides a residential substance abuse recovery program for men. $80,232

MEN'S HEALTH FOUNDATION provides same day PrEP and PEP services, HIV and STD testing and treatment, and medical care. $85,154

NATIONAL COUNCIL OF JEWISH WOMEN provides rental assistance for community members at risk of losing their housing. $96,011

PATHWAYS provides high-quality subsidized preschool services to qualifying West Hollywood community members. $109,220

PAWS/LA assists low-income animal guardians who are living with HIV/AIDS or other life-threatening illness, and low-income seniors, to keep and care for their companion animals. $45,000

PLANNED PARENTHOOD provides family planning and reproductive health care services, and HIV and STI testing and treatment, including PrEP and PEP. $87,692

PROJECT ANGEL FOOD provides home delivered meals for people living with HIV/AIDS and/or life-threatening illness. $90,729

SABAN COMMUNITY CLINIC provides general health and medical services, dental services, behavioral health services, and insurance enrollment services to uninsured and underinsured persons. $203,629

EPISCOPAL DIOCESE OF LA (Seeds of Hope) provides nutrition education, healthy cooking classes, therapeutic gardening, and free fresh produce to West Hollywood residents in eight West Hollywood Community Housing Corporation buildings. $62,000

STEP UP ON SECOND provides outreach, case management, housing resources, and street-based behavioral health services to community members experiencing homelessness. $376,834

TARZANA TREATMENT CENTERS, INC. provides West Hollywood based outreach for substance treatment, patient navigation, and substance treatment services. $91,634 and fee for service access to $25,000 treatment pool of funds

TRANSCANWORK provides employment navigation and career services for transgender, non-binary and gender diverse people, as well as gender diversity and inclusion training for West Hollywood employers. $53,543

TRANSLATIN@ COALITION provides outreach, peer management and support services for transgender, gender non-conforming and intersex individuals. $77,696

ATTACHMENT 2
Sample Contract Template

DRAFT

CITY OF WEST HOLLYWOOD
SOCIAL SERVICES CONTRACT
2022-2023

AGENCY:

PROGRAM:

ADDRESS:

PHONE: WEBSITE:

This Contract ("Contract") is made and entered into this 1st day of October 2022 by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and the_____ , [address] (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY chooses to contract for social services which benefit residents, business and property owners, employees, those who attend school, and community members who are homeless and spend the majority of their time in West Hollywood.

B. The CITY conducted an RFP to deliver services to the West Hollywood Community and the RFP was issued in May. 2022 and selected CONTRACTOR as the preferred service provider;

C. The Contractor submitted a proposal and desires to provide to the City and its community members said social services. The CONTRACTOR is qualified to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services; and

D. It is beneficial to the City, its community members and the public welfare that these social services be provided.

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. CONTRACT. This Contract consists of this template and the following attachments: Exhibit A (Scope of Services, and Narrative) and Exhibit B (Budget Justification).

2. SCOPE OF SERVICES. The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference.

3. TERM OF CONTRACT. This Contract shall be effective for a period not to exceed twelve months and shall in all cases end on September 30, 2023. Assuming continued community need for the service, satisfactory progress towards established program goals, satisfactory compliance with all contract requirements including reporting and auditing requirements and

the availability of funding, the City has the option to offer two one-year renewal options at the same compensation.

4. TIME OF PERFORMANCE. Said Scope of Services (Exhibit A) of Operating Agency are to commence as follows:

   A. Grant Year 1: October 1, 2022 and be completed not later than September 30, 2023. Assuming continued community need for the service, satisfactory progress towards established program goals, satisfactory compliance with reporting and auditing requirements and availability of funding, optional one-year awards will commence as follows:

   B. Grant Year 2: October 1, 2023 and be completed not later than September 30, 2024

   C. Grant Year 3: October 1, 2024 and be completed not later than September 30, 2025,

5. COMPENSATION, METHOD OF PAYMENT, AND QUARTERLY REPORT. City will pay CONTRACTOR an amount not to exceed the sum of _____ which shall constitute full and complete compensation to the Operating Agency for the performance of services. Said sum shall be paid for full performance of those services described in Exhibit A (Scope of Services), and said sum. and may be adjusted for unsatisfactory performance of those services described by Exhibit A (Scope of Services) to this Contract.

or

Said compensation shall be paid in installments by the CITY out of the CITY's General Fund Community Development Block Grant Funds or other funds as they become available. . The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice for those paid on a fee for service basis to the CITY for services performed to the CITY's satisfaction. For those paid on a fee for service basis, the CONTRACTOR shall submit quarterly invoices describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. No funds will be released to CONTRACTOR until both CONTRACTOR's program director and fiscal director have attended CITY-sponsored orientation sessions on program and fiscal reporting.

On the fifteenth calendar day of each quarter (in the months of January, April, July, and October), CONTRACTOR shall submit to the City a Quarterly Program Report documenting the amount of services provided in the previous quarter and a Project Cost Report documenting the cost of services provided.

On or before October 31, CONTRACTOR shall submit to the CITY a final closeout report consisting of a Project Cost Report documenting the cost of services provided in the grant year.

Any money received by the CONTRACTOR hereunder and not expended for expenses incurred pursuant hereto in accordance with Exhibit B (Budget) to this Contract and during the term of this contract shall be returned promptly to the CITY upon the expiration or termination of the term of this Contract.

6. ELIGIBILITY FOR SERVICES. CONTRACTOR shall provide services to residents, property and business owners, and persons who work, attend school, or spend a significant amount of time unhoused in the City of West Hollywood (collectively referred to as "West Hollywood community members") and shall document West Hollywood affiliation as a condition precedent to receipt of City funds. City funds may be used only to provide services to West Hollywood community members.

7. FEES. CONTRACTOR shall not charge clients for services provided. Clients must be informed of this policy.

8. **CONTRACT ADMINISTRATION.**

   A. **The CITY's Representative.** Unless otherwise designated in writing, David Giugni, Social Services Manager, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

   B. **Manager-in-Charge.** For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Contract and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

   C. **Responsibilities of the CITY.** CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

   D. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Contract. All of the services required under this Contract will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Contract, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

9. PROGRAM EVALUATION AND REVIEW. CONTRACTOR shall make available for inspection its performance, financial, and all other records pertaining to the performance of this Contract to authorized CITY personnel to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and program participants as required by CITY. During such reviews, the confidentiality of those persons utilizing the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary, and if the CITY agrees, identifying information such as the last names of service recipients

may be deleted from such records. CONTRACTOR agrees to submit all data that are necessary to complete reports which may be required by CITY.

10. MONITORING AND EVALUATION. To ensure proper performance of this Contract and that the social services are conducted for the CITY and its residents, business and property owners, and persons employed in CITY, persons who spend a significant amount of time unhoused in the CITY, and students who attend an educational institution in the CITY, the CITY will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Contract. Authorized representatives of the CITY shall have the right of access to all activities and facilities operated by the CONTRACTOR, and all CONTRACTOR's files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, Board of Directors, advisory committee and advisory board meetings, and observation of ongoing program functions. The CONTRACTOR will insure the cooperation of its staff and board members in such efforts. The City Manager or the City Manager's designee will conduct periodic program progress reviews. These reviews will focus on the extent to which the planned program has impacted CITY community members and has achieved measurable goals.

    The CONTRACTOR shall use a CITY-approved client evaluation system. Materials shall be made available for review by CITY staff as part of the program evaluation process. During such review the confidentiality of clients shall be respected.

    CONTRACTOR agrees to prepare and submit Quarterly Cost Reports, and other reports as required by the CITY in accordance with Exhibit B. CONTRACTOR shall ensure that its employees and board members furnish such information which, in the judgment of CITY representatives, may be relevant to a question of compliance with contractual conditions with CITY, granting agency directives, or with the effectiveness, legality, and achievements of the program.

11. ACCOUNTING, AUDITING AND REVENUE DISCLOSURE REQUIREMENT. The CONTRACTOR must establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR certifies that it has previously filed with CITY its most recent certified annual audit listing all revenue received by CONTRACTOR from Federal, State, County, or CITY sources, or other governmental agencies. Such statement reflects the name and a description of such project or business activity, the dollar amount of funding provided by each and every governmental agency to each such project or business activity, and the full name of each such governmental agency.

    The CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the term of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with governmental monies, including the project funded under this Contract, whether or not such monies are received through CITY. All such books and records shall be maintained by the CONTRACTOR at a location within Los Angeles County.

    The CONTRACTOR agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate State and Federal audit agencies, it shall be

responsible for complying with such exceptions and paying the CITY the full amount of CITY's liability to the funding agency resulting from such audit exceptions. The CONTRACTOR agrees to have an annual audit performed by an independent Certified Public Accounting firm if CONTRACTOR receives Fifty Thousand Dollars ($50,000) or more as a grant from CITY. A copy of the audited financial statements will be submitted to the CITY.

12. AUDITS. The CONTRACTOR's program will be audited in accordance with the CITY's policy and funding source guidelines. The CITY or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program.

13. EXPENDITURES. Expenditures made by the CONTRACTOR in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit B (Budget) to this contract, unless prior written approval for an exception is obtained from the City Manager or the City Manager's designee. CONTRACTOR may not charge the CITY grant for administrative overhead costs in excess of 10% of the CITY grant amount.

14. RELIGIOUS AND POLITICAL ACTIVITIES. The CONTRACTOR agrees that funds under this contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this contract shall be used to promote religious or political activities. Further, the CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

15. CONTRACT ADMINISTRATION. The City Manager of the City, hereinafter called "City Program Director," or the City Manager's designee, shall have full authority to act for the City in the administration of this contract consistent with the provisions contained herein.

16. CITY COORDINATION OF SERVICE. The CONTRACTOR will act as a member of a larger CITY-wide service delivery system. CONTRACTOR will participate under the direction of CITY staff in planning and evaluating CITY services and in gathering information regarding community needs. CONTRACTOR is required to attend coordinating meetings as directed by the CITY.

17. CONTRACTOR PERSONNEL. CONTRACTOR must notify CITY in writing of all changes in administrative and fiscal staff having responsibility for this grant, whether or not these positions are directly funded by CITY and must submit resumes of all said personnel. CONTRACTOR must notify CITY in writing of all changes in membership of its Board of Directors.

18. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONTRACTOR's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Contract. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONTRACTOR's negligent or wrongful performance under this Contract, CONTRACTOR shall defend City with counsel approved

by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole active negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Contract.

For purposes of this paragraph:

- CITY means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City of West Hollywood.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Contract.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by CONTRACTOR and any of its officers, agents employees and subcontractors.

19. INSURANCE. Without limiting the CONTRACTOR 's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this Contract policies of insurance satisfactory to the CITY covering its operations hereunder. Such insurance shall be secured through a carrier satisfactory to the CITY. CITY has established a satisfactory rating for insurance carriers maintaining a Best's rating of A-:VII. Certificates of insurance evidencing coverage, along with policy endorsements, shall be delivered to the CITY no later than fifteen (15) days after execution of this contract. CONTRACTOR shall give CITY at least thirty (30) days written notice of any modification, change or cancellation of any policy of insurance or as allowed by the insurance carrier. The City reserves the right to waive certain insurance requirements based upon the services provided. CONTRACTOR is to acquire the following insurance coverage:

    A. GENERAL LIABILITY INSURANCE: The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

B. PROFESSIONAL LIABILITY INSURANCE: The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Contract, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

C. MEDICAL MALPRACTICE INSURANCE: If CONTRACTOR provides health services, any physician(s) or medical service provider(s) extending such services shall maintain medical malpractice coverage with limits not less than one million dollars ($1,000,000).

D. WORKERS' COMPENSATION INSURANCE: The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change or in accordance with the policy provisions. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY.

E. AUTOMOBILE LIABILITY INSURANCE: The CONTRACTOR shall maintain commercial automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person as appropriate.

F. SEXUAL/PHYSICAL ABUSE LIABILITY: Any CONTRACTOR extending services to minors shall evidence coverage in an amount of not less than one million dollars ($1,000,000) per occurrence.

G. CRIME INSURANCE: A comprehensive blanket crime coverage policy in an amount not less than one hundred thousand dollars ($100,000) insuring against loss of money, securities, or other property referred to hereunder which may result from (a) dishonesty of fraudulent acts of officers, directors, or employees (commercial blanket form) of the CONTRACTOR ; or (b) disappearance, destruction, or wrongful abstraction inside or outside the premises of the CONTRACTOR while in the care, custody, or control of the CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts, or any other order or direction to pay a certain sum in money. The policy shall be primary to any other similar insurance, shall include loss payee's endorsement in favor of CITY and shall contain a provision stating that the insurance carrier will provide thirty (30) days advance notification of cancellation of such insurance or in accordance with policy provisions.

H. POLICY ENDORSEMENTS: Each general liability insurance policy and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language below. CITY will request copies of all required policy endorsements to evidence coverage modifications. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

i. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

ii. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY maintains, shall be considered excess insurance only and shall not contribute with this policy.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

v. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds and agrees to require all subcontractors to do likewise.

vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

vii. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided or in accordance with policy provisions.

viii. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

I. SELF-INSURED RETENTIONS/DEDUCTIBLES. All policies required by this Contract shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Contract. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Contract. Should CITY pay the SIR or deductible on CONTRACTOR s behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Contract in addition to any other damages incurred by CITY due to the breach.

J. CERTIFICATES OF INSURANCE. The CONTRACTOR shall provide certificates of insurance with policy endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of insurance and related policy endorsements shall be filed with the CITY on or before commencement of performance of this Contract. Current insurance documentation shall be kept on file with the CITY at all times during the term of this Contract.

K. FAILURE TO MAINTAIN. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Contract pursuant to terms and conditions contained herein.

20. ASSIGNMENT. The parties recognize that a substantial inducement to the CITY for entering into this Contract is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Contract will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. Any attempt by CONTRACTOR to assign any performance of the terms of this contract shall be null and void and shall constitute a material breach of this contract.

21. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations and directives as they relate to the performance of this contract.

A. TAXES. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Contract, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by

reason of the independent contractor relationship created by this Contract. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

B. WORKERS' COMPENSATION LAW. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Contract any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR 's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

C. LICENSES. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

D. ADA COMPLIANCE**.** The CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act ("ADA").

E. CODE OF ETHICS. CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.

22. EMPLOYEE MEDICAL INSURANCE: CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITY grant funds under and pursuant to this Contract a policy of medical insurance coverage or a stipend to be used for payment of personal medical insurance. The amount of coverage as well as other aspects of the plan is set forth in Exhibit B hereto.

23. AIDS EDUCATION AND VOTER REGISTRATION. AIDS education and voter registration materials shall be made available to employees, volunteers, and clients by the CONTRACTOR.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

25. ARAB LEAGUE BOYCOTT OF ISRAEL. CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

26. LIVING WAGE ORDINANCE. CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this agreement, CONTRACTOR shall keep on file with the CITY sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

27. INDEPENDENT CONTRACTOR. The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

28. EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Contract, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

29. LANGUAGE CREDITING THE CITY. The CONTRACTOR shall include in all of its promotional literature and appropriate exterior and interior signage language crediting the CITY as a financial supporter of the CONTRACTOR and its programs.

30. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Contract. The CONTRACTOR shall not during the term of this Contract knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Contract who has such incompatible interest or obligation
    The CONTRACTOR and its agents and employees shall comply with all applicable Federal, State, and local laws and regulations governing conflicts of interest. To this end, the CONTRACTOR shall make available to its agents and employees copies of all applicable Federal, State, and local laws and regulations governing conflict of interest. CONTRACTOR shall furnish to the CITY, prior to the execution of this contract, a written list of all current or proposed subgrantees, subcontractors, vendors, and personal service providers, including subsidiaries of the CONTRACTOR, which shall receive Ten Thousand Dollars ($10,000) or more from this Contract. Such a list shall include the names, addresses, telephone numbers, identification of principal parties, and a description of the services to be provided. During the term of this Contract, CONTRACTOR shall notify the CITY in writing within fifteen (15) days of any change in the list of subgrantees, subcontractors, vendors, personal service providers, or subsidiaries of the CONTRACTOR.

31. NOTICES. All Notices permitted or required under this Contract shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Contract. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

    Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216
Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP
Attention: _____

32. GOVERNING LAW. This Contract shall be governed by the laws of the State of California. Venue shall be in Los Angeles County, California.

33. MODIFICATION OF CONTRACT. The City Manager, or the City Manager's designee, may grant a modification to this Contract and the Exhibit A, A-1, and/or Exhibit B to this contract when such modification:
    A. will not change the essential purpose of this Contract or the City Council approved program concept;
    B. does not exceed in aggregate twelve calendar months;
    C. does not alter the amount of compensation under this contract;
    D. does not decrease the overall minimum goals of the program as set forth in Exhibit A to this contract; and
    E. is in the best interest of the CITY.

34. ENTIRE AGREEMENT; MODIFICATION. This Contract supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Contract, and any modification to the Agreement, will be effective only if signed by both parties.

35. TERMINATION OF SERVICES TO CLIENTS FOR MISCONDUCT. Within thirty (30) days of the effective date of this Contract, CONTRACTOR shall adopt a written policy, acceptable to the Department of Human Services and Rent Stabilization of the CITY, governing the termination of services to clients of the CONTRACTOR due to criminal, violent, or other misconduct. CONTRACTOR shall maintain such a policy in force, and implement that policy, throughout the term of this Contract and any extension of this Contract.

36. TERMINATION AND TERMINATION COSTS. This contract may be terminated with or without cause at any time by either party upon giving thirty (30) days' notice in writing to the other party. The City Manager is hereby empowered to prepare said notice. In the event of termination, CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination. CONTRACTOR shall reimburse CITY on a pro-rata basis for all monies received through CITY not expended for the operation of terminated project for the duration of this Contract.

37. NONCOMPLIANCE WITH TERMS. In the event of noncompliance by CONTRACTOR with any of the requirements of this contract, the City Manager may demand in writing that the CONTRACTOR take the necessary steps within a specified time frame to achieve compliance. In so doing, the City Manager may in his/her discretion establish enhanced or more rigorous administrative procedures, reporting requirements or monitoring beyond what is required by this contract to assure continued compliance, and CONTRACTOR shall adhere to those measures. The City Manager may withhold payments otherwise due and owning under this contract until and unless CONTRACTOR is in full compliance with requirements of the contract and of any measures imposed to assure compliance. The provisions of this paragraph are optional with the City Manager and are not a prerequisite to termination by CITY under Paragraph 36.

38. WAIVER. Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

39. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

40. AUTHORITY TO ENTER AGREEMENT. The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.

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IN WITNESS WHEREOF, the parties have executed this Contract the ____ day of _____, 20_____.

CITY OF WEST HOLLYWOOD

BY _____

Christof Schroeder,
Department Director

BY _____

David Wilson, City Manager

ATTEST

BY _____

Melissa Crowder, City Clerk

CONTRACTOR

BY _____

Signature

_____

Print Name

_____

Title

AND

BY _____

Signature

_____

Print Name

_____

Title

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms: NONE

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

Add budget info

EXHIBIT E

CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics ("Code of Ethics") is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY's goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY's Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY's express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclose in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORs working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

ATTACHMENT 3

DRAFT

CITY OF WEST HOLLYWOOD
INSURANCE REQUIREMENTS

The City requires the following types of insurance coverage in the form of original, signed insurance certificates:

- **General Liability** ($1,000,000 per occurrence)
- **Crime Coverage** (not less than $10,000)
- **Auto Liability** (where applicable) Coverage: not less than three hundred thousand dollars ($300,000) combined single limit per occurrence
- **Worker's Compensation** (meeting State of California standards)

You must submit certificates demonstrating that these insurance policies are in effect. Please make careful note of the following mandatory requirements regarding the **General Liability** and **Crime** coverage when arranging for certificates to be submitted to the City:

Additionally Insured Party - A separate **Additional Insured Endorsement** naming the "City of West Hollywood, 8300 Santa Monica Blvd, West Hollywood, CA 90069" as an Additional Insured on the General Liability policy. This endorsement is often provided via the ISO form CG 20 26 07 04 or similar. A sample is attached.

The endorsement certificate in particular may be new to you; these have always been required as part of our social services agreement (see section 18 for more detail), but the City has only recently begun collecting them for our contract files. Due to changes in our Finance processes, **we can no loneer release payments unless both of these insurance documents have been received.**

30-Day Ironclad Cancellation- The City must receive 30 days written notice of cancellation. Please note that the standard cancellation clause carried on certificates of insurance **fails to meet this standard and must be amended PRIOR to submission to the City.** An acceptable cancellation clause would read as follows provided that the certificate names the City as the certificate holder and as an additionally insured party:

> "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder."

Also, if your agency provides *legal services,* we need the professional liability insurance certificate of insurance. If your agency provides *medical/physician services,* we need the medical malpractice certificate of insurance. Current insurance certificates must be supplied to the City in order for your contract to be in compliance. No payment on your grant with the City can be made until your insurance is current. Please submit certificates to:

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069
Attn: Joyce Britton
or e-mailed to
jbritton@weho.org

HUMAN SERVICES COMMISSION APRIL 26, 2022
UNFINISHED BUSINESS

SUBJECT: **PREPARATION FOR THE 2022-2025 SOCIAL SERVICES FUNDING PROCESS**

INITIATED BY: **HUMAN SERVICES AND RENT STABILIZATION DEPARTMENT**
(David Giugni, Social Services Manager)
(Leslie Isenberg, Social Services Supervisor)

STATEMENT ON THE SUBJECT:

The Human Services Commission will receive a training on the Exhibit B: Budget Justification document, a required component of proposals submitted in response to the 2022-2025 Social Services Request For Proposal (RFP).

RECOMMENDATION:

Receive presentation and discuss.

BACKGROUND AND ANALYSIS:

The 2022-2025 Social Services RFP is scheduled to be released May 4, 2022. Proposals are due on June 3, 2022. Subsequent to submission, proposals will be reviewed by Social Services staff and the Human Services Commission. In preparation for this review process, Social Services staff is providing trainings to the Human Services Commission on the essential required components of a proposal.

This second training is on the Exhibit B: Budget Justification.

The Exhibit B: Budget Justification outlines the proposed program's budget and is divided into two sections: Personnel Costs and Other Costs. Personnel Costs include Staff Salaries and Staff Fringe Benefits. Other Costs may include Facility Costs, Program Costs and Indirect Costs. Budget summary and line item amounts are required for all agency expenses, regardless of whether the expense is to be covered by the City of West Hollywood. These documents become the basis of the contract with the City .

Commissioner Review of Proposals
Once applications have been received in response to the release of the 2022 Social services RFP, the Human Services Commission will have the opportunity

to review the proposals and to ask clarifying questions of the applicants. In order to streamline and focus the question and answer period, a 2022 RFP Human Services Commissioner Question(s) worksheet has been developed (see Attachment B). Commissioners will complete the worksheet, if needed, and submit it to Social Services staff who will in turn submit the questions to the corresponding applicant. Answers to questions will be included as an attachment to the Human Services Commission Review of RFPs staff report scheduled for the July 12, 2022 Human Services Commission meeting.

OFFICE OF PRIMARY RESPONSIBILITY:

HUMAN SERVICES & RENT STABILIZATION DEPARTMENT / SOCIAL SERVICES DIVISION

ATTACHMENTS:

Attachment A - Exhibit B: Budget Justification Sample
Attachment B- 2022 RFP Proposal HSC Question(s) Template

City of West Hollywood
Social Services Division

Sample *- Budget Justification - Page 1*

Agency: **Exemplary Social Services** Year: 2022-23

Program: **Helping People**

Position Title	**Monthly Salary**	**% Time**	**# Months Employed**	**Total Grant Share**	**Total Non-Grant Share**	**Total**
Executive Director: (NOTE: This is a full-time agency position paying $120,000 per year. The E.D. spends 10% of her time on this project).	$10,000	10%	12	$12,000	$108,000	$120,000
Bus Driver (NOTE: This is a part-time position amounting to 15 hours per week [37% of 40 hours]). The driver will not be needed during the first five months, and the position is fully funded by the grant.	$3,000	37%	7	$7,770	$0	$7,770
Accountant (NOTE: This position is fully funded by the agency.)	$5,600	25%	12	$0	$67,200	$67,200
Program Director (NOTE: This position will not be filled until the second month; it is funded by the grant.)	$5,600	100%	11	$61,600	$0	$61,600
Total Salaries				$81,370	$175,200	$256,570
Fringe Benefit Costs:	**Cost Calculation:**			**Grant Share**	**Non-Grant Share**	**Total**
FICA:	7.65% *			$6,225	$13,403	$19,628
SUI:	1.90% *			$1,546	$3,329	$4,875
Worker's Comp:	6.30% *			$5,126	$11,038	$16,164
Med. Insurance:	$85 per person per month (some agencies may use percentage method) *			$2,040	$2,040	$4,080
Other (Detail):						
Total Benefits:				$14,937	$29,809	$44,746
Total Personnel Costs:				$96,307	$205,009	$301,316

* or average monthly cost per agency

ATTACHMENT A

City of West Hollywood
Social Services Division

Sample *Budget Justification - Page 2*

Agency: **Exemplary Social Services** Year: 2022-23

Program **Helping People**

Budget Line Item	Grant Share	Non-Grant Share	Total
Total Personnel Costs:	$96,307	$205,009	$301,316
OTHER COSTS:			
Facility Costs:			
Rent 2,000 square feet at $1.35 per sq. ft. Program occupies 300 sq. ft. (15%)	$4,860	$27,540	$32,400
Utilities: 15% of projected total annual cost charged to grant.	$750	$4,250	$5,000
Telephone: projected cost of $75.00/month	$900	$0	$900
Equipment Maintenance and Repair	$0	$500	$500
SUBTOTAL- Facility Costs	$6,510	$32,290	$38,800
OTHER COSTS: Program Costs:			
Vehicle rental: At $300/month	$3,600	$0	$3,600
Vehicle insurance: At actual annual cost	$5,300	$0	$5,300
Audit: Charged 1/3 to grant, based on proportion of grant to total agency funding	$1,667	$3,333	$5,000
Printing of program brochure – 500 copies at .35 each	$175	$0	$175
Postage	$0	$600	$600
Insurance	$0	$10,000	$10,000
Urgent funds	$2,500	$0	$2,500
Indirect (Administration) @ 7%	$9,231	$0	$9,231
SUBTOTAL- Program Costs	$22,473	$13,933	$36,406
Totals:	$125,290	$251,232	$376,522

Executive Director: _____ Date: _____

Finance Director: _____ Date: _____

City Approval: _____ Date: _____

City Approval: _____ Date: _____

2022 Request for Proposal
Human Services Commissioner Question(s)

Agency: _____ Program: _____

Human Services Commissioner: _____

Question pertains to the following:

☐Narrative

☐Exhibit A: Scope of Services

☐Exhibit B: Budget Justification

☐Other (please specify)_____

Please use the space below to ask your question:

2022 Request for Proposal
Human Services Commissioner Question(s)

Agency: _____ Program: _____

Human Services Commissioner: _____

Question pertains to the following:

☐Narrative

☐Exhibit A: Scope of Services

☐Exhibit B: Budget Justification

☐Other (please specify)_____

Please use the space below to ask your question: