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February 20, 2018

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

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS WITH VARIOUS AGENCIES TO PROVIDE
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to execute five-year contracts with 16 non-profit agencies for the provision of Domestic Violence Shelter-Based Program (DVSBP) services for victims of domestic violence and their children residing in the County of Los Angeles (County). The current contracts expire on June 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or her designee, to prepare and execute contracts for DVSBP services in substantially similar form as Enclosure I with 16 agencies in the amounts indicated on Enclosure II. The contracts will be effective July 1, 2018 through June 30, 2023. The annual maximum amount for the DVSBP contracts is estimated at \$1,946,476 with a five-year maximum amount of approximately \$9,732,380, fully financed with the Domestic Violence Special Fund.
2. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the DVSBP contracts for: (a) instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; (b) additions and/or changes required by the Board or Chief Executive Officer (CEO); (c) changes to be in compliance with applicable County, State, and federal regulations, or (d) increases or decreases of no more than 10 percent of the original contract amounts based on contractors' performance and funding availability. The

approval of County Counsel as to form will be obtained prior to executing such amendments. The Director, or her designee, shall notify the Board within ten (10) business days after execution.

3. Delegate authority to the Director of DPSS, or her designee, to suspend contracts when Contractor deliberately neglects, responds inadequately or in an untimely manner, or refuses to provide a means for satisfactory compliance with the contract.

4. Delegate authority to the Director of DPSS, or her designee, to terminate contracts in whole or in part, upon written request by the Contractor and when it is determined to be in the best interest of the County, or when Contractor fails to perform satisfactorily on all or any portion of the work required in a timely manner, or to properly carry out the provisions of the contract. The approval of County Counsel will be obtained prior to executing terminations. The Director, or her designee, will notify the Board within ten (10) business days of executing such terminations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts expire on June 30, 2018, and new contracts are required to continue providing DVSBP services. The recommended action will allow DPSS to provide shelter-based services to victims of domestic violence and their children. The DVSBP services include, but are not limited to, temporary shelter, food facilities, and referrals to community resources to assist victims of domestic violence so they can make appropriate transitions into a long-term, safe living environment.

Implementation of Strategic Plan Goals

This recommended action is consistent with the principles of the Countywide Strategic Plan, Goal #1, Make Investments That Transform Lives, Strategy 1.2: Address society's most complicated social, health, and public safety challenges by enhancing our delivery of comprehensive interventions.

FISCAL IMPACT/FINANCING

The total maximum cost of the DVSBP contracts for the five-year contract term is estimated at \$9,732,380. The annual cost for each fiscal year (FY) is \$1,946,476. A special fee of \$23 per marriage license and two-thirds of fees collected from convicted batterers are deposited into the Domestic Violence Special Fund, which are used to finance DVSBP services. There is no net County cost (NCC) impact to the County, as DVSBP services are fully funded from the Domestic Violence Special Fund.

Funding for DVSBP services is included in the Department's FY 2018-19 Budget. Funding for future FYs will be included in the Department's Budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the DVSBP contracts, contractors will provide a 24-hour a day, seven days a week shelter, 24-hour a day, seven days a week crisis hotline, food, clothing, transportation, psychological support, peer counseling, drop-in center, and referrals to community resources to assist victims of domestic violence needed for safety and survival. Any County resident is eligible for DVSBP services.

The contract provides for termination by the County upon 10-day written notice, should termination be in the County's best interest. The contract also contains a provision which limits the County's

obligation if funding is not appropriated by the State and the Board of Supervisors.

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

The contractors are in compliance with all Board, CEO, and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

County Counsel has reviewed this Board letter, and has approved the contract as to form.

CONTRACTING PROCESS

DVSBP services were solicited through a competitive process under Los Angeles County Code, Chapter 2.121 et seq. On March 23, 2017, DPSS released a Request for Statement of Qualifications (RFSQ) for DVSBP services. Pursuant to California Department of Social Services Manual of Policies and Procedures Section 23-650.1.17, an RFSQ solicitation method was used. The RFSQ was advertised in the following newspapers: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press, and the San Gabriel Valley Tribune. Announcements were mailed to over 350 agencies on the DPSS Bidders list. The RFSQ was also posted on the "L.A. County Doing Business with Us" website and the "DPSS Contract Opportunities" website.

DPSS received responses from 16 agencies for 28 shelters. All agencies met the requirements and are qualified to provide DVSBP services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to provide beneficial services to victims of domestic violence and their children. These services enable them to remain safe, overcome barriers and move toward self-sufficiency.

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

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the DPSS.

The Honorable Board of Supervisors

2/20/2018

Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:rje

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

AND

(CONTRACTOR)

FOR

DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES

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- B County’s Administration
- C Contractor’s Annual Budget
- D Sample Manual Invoice Format
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- J Internal Revenue Service Notice 1015
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- L Contractor's Charitable Contributions Certification
- M Defaulted Tax Property Reduction Program
- N Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- O Complaint of Discriminatory Treatment – Civil Rights Complaint Form
- P Contractor's Nondiscrimination in Services Certification
- Q Sample of Annual Program Statistical Report Format
- R Stop Human Trafficking Poster
- S Zero Tolerance Policy on Human Trafficking Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR)
FOR
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 2018 by and between the County of Los Angeles, Department of Public Social Services hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Domestic Violence Shelter-Based Program services.

RECITALS

WHEREAS, the County has created a County Domestic Violence Program Special Fund, pursuant to Section 18305 of the California Welfare and Institutions Code (W&IC) and has collected revenue for the Fund through the marriage license fees designed for such use by the California W&IC Section 18305; and

WHEREAS, the County, pursuant to California Penal Code Section 1203.097, has collected revenue for the County Domestic Violence Program Special Fund through a special portion of the fees collected by the Courts from convicted batterers; and

WHEREAS, the County has selected the Contractor to provide services to victims of domestic violence as specified in the California W&IC Section 18294; and

WHEREAS, the Contractor desires to participate in such a program and has warranted its qualification to provide services set forth in the California W&IC Sections 18293 through 18300 in this Contract; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Public Social Services or designee to execute and administer this Contract; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, D-1, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise

between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibits:

Exhibit A	Statement of Work - Domestic Violence Shelter-Based Program
Exhibit B	County's Administration
Exhibit C	Contractor's Annual Budget
Exhibit D	Sample Manual Invoice Format
Exhibit D-1	Sample Electronic Monthly Invoice Format
Exhibit E	Contractor's Administration
Exhibit F	Page 1 - Contractor Acknowledgement and Confidentiality Agreement Page 2 - Contractor Employee Acknowledgement and Confidentiality Agreement Page 3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Jury Service Ordinance
Exhibit H	Certification of No Conflict of Interest
Exhibit I	Contractor's EEO Certification
Exhibit J	Internal Revenue Service Notice 1015
Exhibit K	Safely Surrendered Baby Law
Exhibit L	Contractor's Charitable Contributions Certification
Exhibit M	Defaulted Tax Property Reduction Program
Exhibit N	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tiered Covered Transactions (45 C.F.R. Part 76)
Exhibit O	Complaint of Discriminatory Treatment - Civil Rights Complaint Form
Exhibit P	Contractor's Nondiscrimination in Services Certification
Exhibit Q	Sample of Annual Program Statistical Report Format
Exhibit R	Stop Human Trafficking Poster
Exhibit S	Zero Tolerance Policy on Human Trafficking Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1, Amendments, and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Administrative Assistant II (AAll):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.6.
- 2.2 **Board of Supervisors (BOS):** The governing body of the County of Los Angeles.
- 2.3 **Budget:** The document that details the Contractor’s administrative and direct program costs for providing services. It is included in the Contract as Exhibit C.
- 2.4 **Bureau of Program and Policy (BPP):** The Bureau within DPSS responsible for the development, implementation of programs and policies for services offered to General Relief, General Relief Opportunities for Work and California Work Opportunities and Responsibilities to Kids participants, and victims of domestic violence and their minor children under this contract.
- 2.5 **Business Day(s):** Monday through Friday between the hours of 8:00 A.M. to 5:00 P.M., excluding County Holidays.
- 2.6 **Calendar Day(s):** All days of the week including Saturdays, Sundays, and County Holidays.
- 2.7 **Cohabitant:** Two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following: a) sexual relations between the parties while sharing the same living quarters; b) sharing of income or expenses; c) joint use of ownership of property; d) whether the parties hold themselves out as husband and wife; e) the continuity of the relationship; and f) the length of the relationship.

- 2.8 Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work.
- 2.9 Contractor:** A Proposer who has entered into a contract with the County to perform work described in the Request for Statement of Qualifications (RFSQ).
- 2.10 Contract Discrepancy Report (CDR):** A report used by the County to record discrepancies or problems with Contractor's performance. If Contractor's performance is deemed unsatisfactory, the County Contract Administrator (CCA) is required to forward a CDR to the Contractor for his/her response.
- 2.11 Contract Management Division (CMD):** The Division under the Department of Public Social Services responsible for the Contract.
- 2.12 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.13 County Contract Administrator (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.
- 2.14 County Contract Director (CCD):** Person designated by County who will have the authority to act as the CCD on all matters pertaining to this Contract and as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.
- 2.15 County Contract Program Manager (CCPM):** Person designated to the program and policy aspects of the Contract as outlined in Section 6.0 Administration of Contract – County, Subsection 6.4.
- 2.16 Contract Program Monitor (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.5.
- 2.17 Day(s):** Calendar day(s) unless otherwise specified.
- 2.18 Department or DPSS:** The County of Los Angeles Department of Public Social Services.
- 2.19 Director:** Director of the Department of Public Social Services.
- 2.20 Domestic Violence (DV):** Abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person

with whom the suspect has had a child or is having or has had a dating or engagement relationship.

- 2.21 Emergency Shelter:** a safe and temporary (short-term) lodging offered on a twenty-four hour, seven-day per week basis to victims of domestic violence and their children in response to an immediate crisis.
- 2.22 Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.23 Participant:** A victim of domestic violence who receive services under this Contract.
- 2.24 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Contracts.
- 2.25 Service Period:** The time in which DVSBP began and the time DVSBP services ended, terminated or discontinued.
- 2.26 Shelter:** a temporary lodging and supportive services, offered by community-based domestic violence programs to victims of domestic violence and their children.
- 2.27 Staff:** Individuals employed by the Contractor on a full-time, part-time or volunteer basis, whether paid or un-paid, to perform services under this Contract.
- 2.28 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.29 Statement of Work (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.
- 2.30 Supervising County Contract Administrator (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.
- 2.31 Transitional Shelter:** a facility that provides temporary housing and supportive services to homeless individuals or families for up to two years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.
- 2.32 Undisclosed:** A location that is not advertised or publicized.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Domestic Violence Shelter-Based Program services as set forth in Exhibit A, Statement of Work and Technical Exhibits and this Contract as set forth herein.
- 3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1 This Contract is effective July 1, 2018, or upon the date of its execution by the Director or designee as authorized by the Board of Supervisors whichever is later. This Contract shall expire on June 30, 2023 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Public Social Services at the address herein provided in Exhibit B, County's Administration.
- 4.4 Contractor shall not charge DVSBP participants any fees/cost for any services provided to the participant under this Contract.

5.0 CONTRACT SUM/COMPENSATION

- 5.1 The annual maximum amount for each Fiscal Year is \$_____, unless otherwise stated via an amendment, and the County shall not be liable in any event for payment in excess of this maximum amount. This amount is for ___ shelter(s). The annual maximum amount per shelter is \$69,517. In determining the amount, the Director shall take into consideration the number of Contractors participating in the Domestic Violence Shelter-Based Program, the total funds available for DVSBP for the year and any other relevant factors in determining the annual contract amount for subsequent years.
- 5.2 Contractor shall be paid 1/12 of the annual maximum amount per month, per shelter for services rendered.

- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the annual maximum amount under this Contract. Contractor shall send written notification, within fifteen (15) business days from the time the 75% expenditure is incurred, to the County Contract Administrator at the address herein provided in Exhibit B, County's Administration.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 For operating the Domestic Violence Shelter-Based Program (DVSBP) services pursuant to this Contract, Contractor shall invoice County no later than fifteen (15) days after the month service was rendered.
- 5.6.2 Invoices under this Contract shall be submitted to the County Contract Administrator.
- 5.6.3 Contractor shall use the DVSBP Contract Invoicing System (CIS) to create each monthly invoice electronically, and shall submit an electronic invoice similar to Exhibit D-1, Sample Electronic Monthly Invoice Format.
- 5.6.4 Contractor shall complete and submit a manual monthly invoice similar to Exhibit D, Sample Manual Invoice Format, **only** if the CIS is down or not working properly.

5.6.5 Should Contractor submit a manual monthly invoice (Exhibit D), it shall include, but not limited to:

- Contractor's Name and Address (NOT SHELTER ADDRESS);
- Contract Number and Contract Period;
- Supervisorial District;
- Month and year being invoiced;
- The total amount of the invoice; and
- Year-to-date annual maximum amount balance.

5.6.6 County Approval of Invoices

All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

5.6.7 Withholding of Payment

Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment. If Contractor fails to submit accurate, complete, and timely invoices to include, but not limited to, the back-up documentation, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.6.8 Delay of Payment

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

5.6.9 Budget Modification

Contractor may, at Contractor's discretion, reallocate funds among each of the budget categories as shown in Exhibit C, Contractor's Annual Budget, to a maximum of 10 percent of each budget category and shall not exceed the annual maximum amount as stated in Contractor's Annual Budget. Reallocation of funds by Contractor by more than 10 percent requires written approval by DPSS.

5.6.10 Suspension of Contract

County shall have authority to suspend this contract when Contractor deliberately neglects, responds inadequately or in an untimely manner, or refuses to provide means for satisfactory compliance with the contract.

5.7 Annual Program Statistical Report

Contractor shall maintain its account in a form and accuracy as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall also maintain an annual program statistical report and shall submit it to the CCPM with a copy to the County Contract Administrator by August 31st of the following fiscal year. In the fifth fiscal year (2023), the annual program statistical report is due on July 31st.

For any unspent funds accumulated in the end of the fiscal year, Contractor shall repay funds to County by July 31st following the end of the fiscal year.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Director (CCD)

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

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

6.2 Supervising County Contract Administrator (SCCA)

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

- 6.2.1 Oversee the overall management and coordination of the operations of this Contract; and

- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

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

6.3 County Contract Administrator (CCA):

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

- 6.3.1 Overseeing the day-to-day administration of this Contract;
- 6.3.2 Ensuring that the objectives of this Contract are met;
- 6.3.3 Monitoring, evaluating, and reporting Contractor's performance and progress on the Contract;
- 6.3.4 Providing direction to the Contractor in the areas relating to Contract, information requirements, and procedural requirements;
- 6.3.5 Meeting with the Contractor's Project Manager on an as-needed basis; and
- 6.3.6 Preparing amendments in accordance with the Contract, Section 8.0 Terms and Conditions, Subsection 8.1 Amendments.

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

6.4 County Contract Program Manager (CCPM)

The responsibilities of the County's Contract Program Manager include:

- 6.4.1 Person designated by BPP to provide direction to Contractor in the areas of County policy and program requirements;
- 6.4.2 Meeting with Contractor's Project Manager on a regular or as-needed basis;
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- 6.4.4 Receiving, investigating, and responding to user's complaints.

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

6.5 Contract Program Monitor (CPM)

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.
- 6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract;
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- 6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract.

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

6.6 Administrative Assistant II (AA II)

- 6.6.1 The responsibilities of the AA II are to review Contractors' invoices and process payments to the Contractors.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis with respect to services rendered.
- 7.1.3 The Contractor's Project Manager must have at least two (2) years' experience supervising and overseeing staff providing DVSBP services and must have completed the DV 40-hour training.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit E, Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or

address(es) of Contractor's Authorized Official(s) within five business days.

- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall have written procedures to ensure that participants can identify Contractor's staff. Contractor shall provide such procedures to County upon request.

7.5 Background and Security Investigations

Background and security investigations of Contractors' staff working on the DVSBP shall be required as a condition of beginning and continuing work under this Contract. The cost of background checks shall be the responsibility of the Contractor.

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass

such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the Exhibit F, Page 1, "Contractor Acknowledgment and Confidentiality Contract".

- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Exhibit F, Page 2 "Contractor Employee Acknowledgment and Confidentiality Agreement".
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Exhibit F, Page 3, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Department Head or her designee.
- 8.1.2 County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, contract sum, or payments included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Director.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Department Head or her designee.
- 8.1.4 The Department Head or her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Department Head or her designee.

8.2 ASSIGNMENT AND DELEGATION

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

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

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.2 Complaint Procedures

8.5.2.1 Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the CCPM, with a copy to the CCA, for approval before implementation.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notification shall be sent to the CCPM, with a copy to the CCA, of the status of the investigation within five business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the CCPM, with a copy to the CCA, within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAW

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

8.7.2 County will provide Civil Right Complaint Form, PA 607 attached as Exhibit O, to Contractor for use by participants in reporting civil rights complaints.

8.7.3 All civil rights complaints shall be sent directly to:

County of Los Angeles
Department of Public Social Services
12860 Crossroads Parkway South

City of Industry, CA 91746-3411
Attention: Civil Rights Section

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the

provisions of this Subsection 8.9 shall be a material breach of this Contract.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

8.12.5 Subcontractors of Contractor

Direct services under this Contract cannot be subcontracted.

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

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

in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database.

8.15.1 The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall

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

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

8.17 FACSIMILE REPRESENTATIONS

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

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the

control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and

responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

- 8.21.4 The Contractor shall adhere to the provisions stated in Subsection 7.6 – Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

- 8.23.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.2 Evidence of Coverage and Notice to County

- 8.23.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.23.2.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 8.23.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 8.23.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.23.2.5 Certificates and copies of any required endorsements shall be sent to the County Contract Administrator listed in Exhibit B.
- 8.23.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such

liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.4 Cancellation of Insurance

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

8.23.5 Failure to Maintain Insurance

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

8.23.6 Insurer Financial Ratings

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

8.23.7 Contractor's Insurance Shall Be Primary

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

8.23.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under

all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.23.9 Intentionally Omitted

8.23.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.11 Claims Made Coverage

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

8.23.12 Application of Excess Liability Coverage

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

8.23.13 Separation of Insureds

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

8.23.14 Alternative Risk Financing Programs

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

8.23.15 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

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

8.24.4 Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three

(3) years following this Contract's expiration, termination or cancellation.

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

8.25 LIQUIDATED DAMAGES

- 8.25.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Technical Exhibit 5 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days' notice to the

contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.25.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the SCCA and/or CCD any dispute between the County and the Contractor regarding the performance

of services as stated in this Contract. If the SCCA or CCD, or his/her designee, is not able to resolve the dispute, the Director of the Department of Public Social Services or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the

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

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

8.35.3 **Do not place in a document to the County the confidential location of a Confidential Domestic Violence Shelter or the identity of any shelter employee or volunteer to County.**

8.36 PUBLICITY

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

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

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.37.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles (GAAP).

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

- 8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

Direct services under this Contract cannot be subcontracted.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.42, Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

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

8.41.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.41.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.42 TERMINATION FOR DEFAULT

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

- 8.42.1.1 Contractor has materially breached this Contract;
- 8.42.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.42.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As

used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

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

8.44.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.44.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

8.44.2 The rights and remedies of the County provided in this Subsection 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure

of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

8.52 TIME OFF FOR VOTING

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding

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

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

- 8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- 8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.53.4 Contractor shall complete and sign Exhibit S, Zero Tolerance Policy on Human Trafficking Certification, certifying that they are in full compliance with this Sub-paragraph 8.53.
- 8.53.5 Contractor is encouraged to hang or post Exhibit R, Stop Human Trafficking, poster in a visible location in the shelter lobby.

8.54 DATA ENCRYPTION

Contractors that electronically transmit or store Personal Information (PI), Protected Health Information (PHI) and/or Medical Information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in HIPAA, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

8.54.1 Stored Data

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part

2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

8.54.2 Transmitted Data

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

8.54.3 Certification

The County must receive, within 10 business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.55 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.55 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT STANDARDS

Contractor shall comply with fair chance employment hiring standards set forth in Assembly Bill Number 1008 Employment Discrimination: Conviction History (AB-1008).

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit L, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions

without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 CHILD/ELDER ABUSE/FRAUD REPORTING

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

9.2.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.

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

9.2.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

9.2.5 Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

9.3 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

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

Contractor shall sign Exhibit N and hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are

suspended, debarred, indelible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

9.4.1 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any Subcontractors is currently suspended, debarred ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.5 COMPLIANCE WITH REGULATIONS

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

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

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

9.6 ANNUAL REPORT

Contractor shall prepare and submit an Annual Report using Exhibit Q, Sample Annual Program Statistical Report Format, consisting of information such as:

- a) The total number of persons requesting services of the DVSBP.
- b) The number of persons served in the DVSBP, by each type of service provided.
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

The Annual Report shall be made available to the public upon request. The Annual Report shall cover the period of July 1st , through June 30th of each year and shall be submitted to the CCPM, with a copy to the CCA, no later than August 31st of the following fiscal year. In the fifth fiscal year (2023), the annual program statistical report is due on July 31st.

9.7 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-section 8.37 (Records Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, of the Department of Public Social Services or designee and approved by the County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this ____ day of _____, 2018.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services
Date _____

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Deputy County Counsel
Date _____

CONTRACTOR, _____
Name (Print or Type)

By _____
(Signature) Date _____

(Print Name)

(Title)

By _____
(Signature) Date _____

(Print Name)

(Title)

EXHIBITS:

- A Statement of Work – Domestic Violence Shelter-Based Program
- B County’s Administration
- C Contractor’s Annual Budget
- D Sample Manual Invoice Format
- D-1 Sample Electronic Monthly Invoice Format
- E Contractor’s Administration
- F Page 1 - Contractor Acknowledgement and Confidentiality Agreement
Page 2 – Contractor Employee Acknowledgement and Confidentiality Agreement
Page 3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor’s EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrendered Baby Law
- L Contractor’s Charitable Contribution Certification
- M Defaulted Property Tax Reduction Program
- N Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- O Complaint of Discriminatory Treatment
- P Contractor’s Nondiscrimination in Services Certification
- Q Sample Annual Program Statistical Report Format
- R Stop Human Trafficking Poster
- S Zero Tolerance Policy on Human Trafficking Certification

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PREAMBLE

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

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 INTRODUCTION

Domestic Violence Shelter-Based Program (DVSBP) services are the result of domestic violence legislation pass by the California State Legislature as defined in California Welfare and Institution Code (W&IC) Sections 18290 through 18307. This legislation was established to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and to begin to clarify the problems and causes of domestic violence.

In Los Angeles County, DVSBP services are administered by the Department of Public Social Services (DPSS) for victims of domestic violence and their minor children. DVSBP services include, but not limited to, 24-hour shelter, temporary housing and food facilities, clothing, transportation, 24-hour crisis hotline, psychological support, peer counseling, drop-in center, arrangements for school, and referrals to community resources. Any resident in Los Angeles County, who is a victim of DV is eligible to receive DVSBP services.

2.0 MANDATED PROGRAM REQUIREMENTS

- 2.1 The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of domestic violence and their minor children under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2 Consistent with California W&IC Sections 18293 through 18307, Contractor shall ensure the following:

- 2.2.1 Contractor shall operate a domestic violence shelter 24 hours a day, seven days a week at a site that is physically located in Los Angeles County.
- 2.2.2 Contractor shall receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
- 2.2.3 Contractor shall make every attempt to qualify the DVSBP for any available federal funding.
- 2.2.4 Contractor's primary function shall be to administer DVSBP services as required by the California W&IC Section 18293(d).
- 2.2.5 Contractor shall provide the following basic services to victims of domestic violence and their children:
- a) Shelter on a 24 hours a day, seven days a week basis.
 - b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
 - c) Temporary housing and food facilities.
 - d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the California Evidence Code.
 - e) Referrals to existing services in the community.
 - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
 - g) Arrangements for school age children to continue their education during their stay at the DVSBP.
 - h) Emergency transportation as feasible.
- 2.2.6 Contractor shall provide, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:
- a) Medical care.
 - b) Legal Assistance.
 - c) Psychological support and counseling.
 - d) Information regarding other available social services.

2.2.7 Contractor shall demonstrate the following:

- a) Ability to serve a variety of cultural backgrounds.
- b) Provide a list identifying its bilingual personnel and the language spoken.
- c) Efforts made to recruit formerly battered persons as staff members.

2.3 Contractor's staff shall meet the requirements set forth in California Evidence Code Section 1037.1.

2.4 Contractor shall train and use volunteers to the maximum capacity in the delivery of domestic violence shelter-base program services as required by the California W&IC 18297. Contractor shall certify all volunteers have met the training requirements set forth in California Evidence Code Section 1037.1.

2.5 Contractor shall work with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.

2.6 Contractor shall certify that it will attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

2.7 Contractor shall certify that Contractor meets and complies with all of the mandatory program requirements under Section 2.0, Subsections 2.1 through 2.6, and shall submit a signed Certification of Compliance, Technical Exhibit 6, within ten (10) business days of receipt of contract agreement, renewal of contract, and when requested by the County.

3.0 DOMESTIC VIOLENCE SHELTER-BASED PROGRAM ELIGIBILITY

Contractor shall provide service to victims of domestic violence requiring a safe and confidential residence to reside. A Participant's eligibility is not contingent on immigration status, residency requirements, or income requirements. A Participant does not have to be eligible to California Work Opportunity and Responsibility to Kids (CalWORKs) or General Relief (GR). The only requirement to receive DVSBP services is to be a victim of domestic violence who needs a safe and confidential shelter.

4.0 STAFFING

4.1 Contractor's staff providing direct DVSBP services shall complete and receive certification for the Domestic Violence 40-hour training course to

meet the requirements set forth in California Evidence Code Section 1037.1.

- 4.2 Contractor's staff providing direct services who has been employed for a period of less than six months shall be supervised by staff who has at least one-year experience.
- 4.3 Contractor's volunteers shall be trained and used to the maximum capacity in the delivery of DVSBP services. All volunteers shall meet the training requirements set forth in California Evidence Code Section 1037.1.
- 4.4 Contractor shall operate continuously throughout the entire term of this Contract.
- 4.5 All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 4.6 Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.

Further, to the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of domestic violence. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

- 4.7 Contractor's staff designated to submit invoices shall complete the Contract Invoicing System training required by the County. Contractor's staff shall also complete other trainings that may be required by the County.

5.0 REPORTING REQUIREMENTS

In addition to and consistent with any reporting requirement provided in the Contract:

- 5.1 Contractor shall maintain its account in a form and with accuracy as prescribed by the Generally Accepted Accounting Principles (GAAP).
- 5.2 Contractor shall maintain an annual program statistical report. Contractor shall prepare and provide to County an annual program statistical report for submission to the County of Los Angeles Board of Supervisors. The report shall include, but not limited to, the following elements:
 - 5.2.1 Total number of unduplicated persons requesting and receiving services of the DVSBP.

5.2.2 Number of persons served in the DVSBP, by each type of services provided.

5.2.3 A description of the social and economic characteristics of persons receiving services, by type of services provided.

5.3 Data collection for the DVSBP shall be consistent with the Federal Violence Against Women Act (18 U.S.C. sec 2261 et seq.).

6.0 CHARGES TO PARTICIPANTS

Contractor shall provide DVSBP services at **NO COST** to Participants.

7.0 OTHER REQUIREMENTS

7.1 Public Statements

Contractor shall indicate in any and all press release(s) and any statement to the public related to DVSBP services that, "This project is administered, by Los Angeles County Department of Public Social Services." All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

7.2 Use of County Seal and DPSS Department Logo

Contractor shall not use or display the official seal of the County or the DPSS Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the County of Los Angeles Board of Supervisors.

7.3 Location of Services

7.3.1 Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

7.3.2 Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

7.3.3 Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, State, and Federal

occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

- 7.3.4 For any changes in the location of the drop-in center or confidential shelter, Contractor shall notify the CCA and the CCPM, within fifteen (15) business days of the move.

8.0 MONITORING

Annually, Contractor shall certify that they meet the DVSBP Mandated Program Requirements set forth in Section 2.0 and sign Technical Exhibit 6, Certification of Compliance. Contractor shall also meet the staffing requirements set forth in Section 4.0.

- 8.1 DPSS shall annually evaluate Contractor's compliance with the other requirements of the Contract including, but not limited to, the inspection of the following spaces for cleanliness and safety: bathrooms, kitchen, living room, sleeping area, outdoor area, children's play area, etc.

- 8.1.1 If any of the requirements listed above are found to be unacceptable, Contractor may be required to respond to a Contract Discrepancy Report (CDR), as follows:

1. Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by Contractor. DPSS will determine whether a CDR will be issued. (See Technical Exhibit 3, Contract Discrepancy Report).
2. If a CDR is issued, it will be sent to Contractor.
3. Upon receipt of a CDR, Contractor is required to respond in writing to DPSS within ten (10) business days from the date of the CDR, acknowledging the reported discrepancies or presenting contrary evidence, and offer a plan for immediate correction of all deficiencies identified in the CDR. Contractor shall submit to County a corrective action plan within fifteen (15) business days from the date the CDR was issued.
4. DPSS will evaluate Contractor's explanation on the CDR and if DPSS determines that the discrepancies occurred without fault or negligence by Contractor, DPSS may decline to deem it an unsatisfactory performance for the month.

8.1.2 DPSS shall not require Contractor to provide any information in violation of California W&IC Section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with all relevant Contract provisions by submitting a certification similar to the Domestic Violence Shelter-Based Program Contractor Certification Form, Technical Exhibit 4.

8.2 Health and Fire Inspections

8.2.1 Contractor understands and agrees that for the duration of this Contract, Contractor shall ensure that each Contractor's facility shall have an inspection conducted by the Department of Public Health and Fire (Los Angeles County or jurisdictional city) of the Contractor's service sites at least once a year or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

8.2.2 Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) calendar days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health and Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

8.3 Inspections

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide DVSBP services to victims of domestic violence. County reserves the right to conduct unannounced site visits, as deemed necessary.

8.4 Clean and Safe Facilities

8.4.1 Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. This includes the following, but not limited to:

- a) Working smoke detectors
- b) Exit doors have exit signs posted
- c) Stairwells equipped with childproof security gates
- d) Fireplace gated for safety

- e) Water heaters are three feet away from stored items, and shall be strapped, braced, or anchored as required in the California Health & Safety Code Sections 19210-19217
- f) First Aid equipment/supplies maintained in locked area
- g) Windows that are able to open have secured window screens
- h) Stored foods and refrigerated items properly labeled and marked with an expiration date
- i) Adequate light and heat ventilation
- j) All fixtures are adequately secured and functioning properly
- k) Bed mattresses have clean mattress covers.

8.4.2 Contractor's failure to ensure each Contractor's facility (shelter location) and environment is clean and safe for the clients will result in the termination of this contract pursuant to Section 8.42, Termination for Default.

9.0 RELEVANT STATUTES

Attached are the following statutes which pertain to DVSBP:

- California Welfare and Institutions Code Sections 18290 through 18307 (Exhibit A, Technical Exhibit 1)
- California Evidence Code Sections 1037 through 1037.8 (Exhibit A, Technical Exhibit 2)
- California Penal Code Section 1203.097 (Exhibit A, Technical Exhibit 7)

10.0 QUALITY CONTROL PLAN

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

The Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) by the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

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

- A. Method of monitoring to ensure that Contract requirements are being met.

- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify or provide the CCA with Contractor’s new green initiatives efforts when requested by the County.

**CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 18290-18307**

18290. The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from domestic violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects.

The Legislature further finds and declares that there is a high incidence of death and injury sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizen's arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state.

It is the intent of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intent of the Legislature that the state shall support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.

It is further the intent of the Legislature to resolve conflicting interpretations as to whether county boards of supervisors have discretionary authority to fund nonshelter-based county domestic violence programs that lack any emergency or transitional shelter component, by restricting funding under this chapter to shelter-based domestic violence programs, as described in Sections 18294 and 18295. These clarifying and conforming changes are intended to be declaratory of existing law.

18291. For purposes of this chapter:

(a) "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

(b) "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:

- (1) Sexual relations between the parties while sharing the same living quarters.
- (2) Sharing of income or expenses.
- (3) Joint use or ownership of property.
- (4) Whether the parties hold themselves out as husband and wife.
- (5) The continuity of the relationship.
- (6) The length of the relationship.
- (c) "Domestic violence shelter" means a shelter for domestic violence victims that meets all of the following requirements:
 - (1) Provides shelter in an undisclosed and secured location.
 - (2) Provides staff that meet the requirements set forth in Section 1037.1 of the Evidence Code.
 - (3) Meets the requirements set forth in Section 18294.
- (d) "Undisclosed" means a location that is not advertised or publicized.

18293. (a) In order to be eligible for funding pursuant to this chapter, a domestic violence shelter-based program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any state or county funds appropriated for the purposes of this chapter. Each domestic violence shelter-based program shall make every attempt to qualify the domestic violence shelter-based program for any available federal funding.

(b) No provision of this section is intended to prohibit domestic violence shelter-based programs receiving funds pursuant to this chapter from receiving additional funds from any other public or private source. Funds provided pursuant to this chapter shall not be used to reduce the financial support from other public or private sources.

(c) Proposed or existing domestic violence shelter-based programs that meet the requirements set forth in Section 18294, shall receive funding pursuant to this chapter upon the approval of the local board of supervisors.

(d) Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based programs. Any additional fees received by Alameda County, Contra Costa County, Solano County, and the City of Berkeley at the time of issuance of a marriage license pursuant to Sections 18308, 18309, 18309.5, and 18309.6 that are in excess of the twenty-three dollar (\$23) fee collected pursuant to this act, shall be available to that city or county for funding domestic violence programs other than domestic violence shelter-based programs.

(e) Prior to approving a domestic violence shelter-based program or programs for this funding, the board shall consult with individuals and groups that have expertise in the problems of domestic violence and in the operation of domestic violence shelter-based programs including operations of existing domestic

violence shelter-based programs.

(f) Upon approving one or more domestic violence shelter-based programs for funding, the board shall direct the county treasurer to disburse moneys from the county's domestic violence shelter-based program special fund and for funding, the board shall designate a local agency to monitor the domestic violence shelter-based program or programs. This monitoring shall include information regarding the number of persons requesting services, the number of persons receiving services according to the type of services provided, and the need, if any, for additional services or staffing.

(g) Programs that receive funding through this chapter shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program's staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

(h) The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service requirements of Section 18294. The process shall be expedient and shall include a mechanism for annual recertification.

(i) Funding obtained pursuant to this chapter is for the unrestricted use of a recipient domestic violence shelter-based program, and may be used for direct and indirect costs.

18294. Domestic violence shelter-based programs shall provide all of the following basic services to victims of domestic violence and their children:

- (a) Shelter on a 24 hours a day, seven days a week basis.
- (b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
- (c) Temporary housing and food facilities.
- (d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
- (e) Referrals to existing services in the community.
- (f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
- (g) Arrangements for school age children to continue their education during their stay at the domestic violence shelter-based program.
- (h) Emergency transportation as feasible.

18295. In addition to the services required in Section 18294, to the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based programs shall provide a method of obtaining the following services for the

victims of domestic violence:

- (a) Medical care.
- (b) Legal assistance.
- (c) Psychological support and counseling.
- (d) Information regarding other available social services.

18296. The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.

18297. The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.

18298. Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

18299. A domestic violence shelter-based program shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).

18300. An annual report shall be prepared by each domestic violence shelter-based program for submission to the county board of supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:

- (a) The total number of persons requesting services of the domestic violence shelter-based programs.
- (b) The number of persons served in the domestic violence shelter-based program, by each type of service provided.
- (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

18301. In addition to any other provisions of law concerning the confidentiality of personal information collected by domestic violence shelters, a county shall not require a domestic violence shelter-based program to provide any information not enumerated in Section 18300, or require the disclosure of any information pertaining to the confidential location of a domestic violence shelter-based program or the location or identity of any shelter resident, employee, or volunteer. A county shall not require a method of data collection or recording, or impose any other requirement, that is inconsistent with the federal Violence Against Women Act (18 U.S.C. Sec. 2261 et seq.).

18304. A county may establish a program for reducing the incidence of domestic violence in the county by establishing or funding domestic violence shelter-based programs that meet the requirements of this chapter. Geographically adjacent counties may combine their respective domestic violence shelter-based programs special funds in order to establish one or more domestic violence shelter-based programs meeting the requirements of this chapter, in order to provide services to the clients of each county that combines its funds with another county.

18305. (a) At the time of issuance of a marriage license pursuant to Section 26840 of the Government Code, twenty-three dollars (\$23) of each fee paid shall be collected by the county clerk for deposit into the county domestic violence shelter-based programs special fund. The fees collected in this special fund shall be disbursed to approved domestic violence shelter-based programs on a yearly or more

frequent basis commencing July 1, 1980. The funds shall be disbursed using a request for qualification (RFQ) process.

(b) The board of supervisors shall direct the county clerk to deposit twenty-three dollars (\$23) of each fee into the county domestic violence shelter-based programs special fund. The county domestic violence shelter-based programs special fund shall fund domestic violence shelter-based programs established pursuant to Section 18304. Four dollars (\$4) of each twenty-three dollars (\$23) deposited into the county domestic violence shelter-based programs special fund shall be used, to the extent feasible, to support or expand domestic violence shelter-based programs to target underserved areas and populations. No more than 8 percent of the funds shall be expended for the administrative costs associated with the collection and segregation of the additional marriage license fees, administration of the county domestic violence shelter-based programs special fund, monitoring of the domestic violence shelter-based programs, and meeting the other administrative requirements imposed

by this chapter. Counties that do not participate in the establishing or funding of domestic violence shelter-based programs pursuant to this chapter shall be entitled to retain up to 4 percent of the funds for the administrative costs associated with the collection and segregation of the additional marriage license fees and the deposit of these fees in the county domestic violence shelter-based programs special fund.

18305.5. Notwithstanding the availability of funds in either the county domestic violence programs special fund, or the availability of community resources, the county may finance domestic violence shelter-based programs as described in Sections 18294 and 18295.

18306. The county board of supervisors shall consult with the local regional domestic violence coalition, consisting of representatives from existing domestic violence shelter-based programs, in planning for the establishment of a new domestic violence shelter-based program or for ongoing technical assistance for domestic violence shelter-based programs already in the county.

18307. (a) Notwithstanding Section 18305, a county may carry over funds deposited in a county domestic violence shelter-based programs special fund until the time that a domestic violence shelter-based program is established to serve the needs of domestic violence victims of the county. Records of these funds shall be available for public review upon request.

(b) Funds deposited in a county domestic violence shelter-based programs special fund may be used only to finance all, or one or more, basic services specified in Section 18294. This subdivision is declaratory of existing law. These funds shall be used for shelter services, and may be used for direct or indirect costs.

CALIFORNIA EVIDENCE CODE
SECTION 1037-1037.8

1037. As used in this article, "victim" means any person who suffers domestic violence, as defined in Section 1037.7.

1037.1. (a) (1) As used in this article, "domestic violence counselor" means a person who is employed by a domestic violence victim service organization, as defined in this article, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training as specified in paragraph (2).

(2) The 40 hours of training shall be supervised by an individual who qualifies as a counselor under paragraph (1), and who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization. The training shall include, but need not be limited to, the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims.

(3) A domestic violence counselor who has been employed by the domestic violence victim service organization for a period of less than six months shall be supervised by a domestic violence counselor who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization.

(b) As used in this article, "domestic violence victim service organization" means a nongovernmental organization or entity that provides shelter, programs, or services to victims of domestic violence and their children, including, but not limited to, either of the following:

(1) Domestic violence shelter-based programs, as described in Section 18294 of the Welfare and Institutions Code.

(2) Other programs with the primary mission to provide services to victims of domestic violence whether or not that program exists in an agency that provides additional services.

1037.2. (a) As used in this article, "confidential communication" means any information, including, but not limited to, written or oral communication, transmitted between the victim and the counselor in

the course of their relationship and in confidence by a means which, so far as the victim is aware, discloses the information to no third persons other than those who are present to further the interests of the victim in the consultation or those to whom disclosures are reasonably necessary for the transmission of the information or an accomplishment of the purposes for which the domestic violence counselor is consulted. The term includes all information regarding the facts and circumstances involving all incidences of domestic violence, as well as all information about the children of the victim or abuser and the relationship of the victim with the abuser.

(b) The court may compel disclosure of information received by a domestic violence counselor which constitutes relevant evidence of the facts and circumstances involving a crime allegedly perpetrated against the victim or another household member and which is the subject of a criminal proceeding, if the court determines that the probative value of the information outweighs the effect of disclosure of the information on the victim, the counseling relationship, and the counseling services. The court may compel disclosure if the victim is either dead or not the complaining witness in a criminal action against the perpetrator. The court may also compel disclosure in proceedings related to child abuse if the court determines that the probative value of the evidence outweighs the effect of the disclosure on the victim, the counseling relationship, and the counseling services.

(c) When a court rules on a claim of privilege under this article, it may require the person from whom disclosure is sought or the person authorized to claim the privilege, or both, to disclose the information in chambers out of the presence and hearing of all persons except the person authorized to claim the privilege and such other persons as the person authorized to claim the privilege consents to have present. If the judge determines that the information is privileged and shall not be disclosed, neither he nor she nor any other person may disclose, without the consent of a person authorized to permit disclosure, any information disclosed in the course of the proceedings in chambers.

(d) If the court determines that information shall be disclosed, the court shall so order and inform the defendant in the criminal action. If the court finds there is a reasonable likelihood that any information is subject to disclosure pursuant to the balancing test provided in this section, the procedure specified in subdivisions (1), (2), and (3) of Section 1035.4 shall be followed.

1037.3. Nothing in this article shall be construed to limit any obligation to report instances of child abuse as required by Section 11166 of the Penal Code.

1037.4. As used in this article, "holder of the privilege" means:

- (a) The victim when he or she has no guardian or conservator.
- (b) A guardian or conservator of the victim when the victim has a guardian or conservator, unless the guardian or conservator is accused of perpetrating domestic violence against the victim.

1037.5. A victim of domestic violence, whether or not a party to the action, has a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between the victim and a domestic violence counselor in any proceeding specified in Section 901 if the privilege is claimed by any of the following persons:

- (a) The holder of the privilege.
- (b) A person who is authorized to claim the privilege by the holder of the privilege.
- (c) The person who was the domestic violence counselor at the time of the confidential communication. However, that person may not claim the privilege if there is no holder of the privilege in existence or if he or she is otherwise instructed by a person authorized to permit disclosure.

1037.6. The domestic violence counselor who received or made a communication subject to the privilege granted by this article shall claim the privilege whenever he or she is present when the communication is sought to be disclosed and he or she is authorized to claim the privilege under subdivision (c) of Section 1037.5.

1037.7. As used in this article, "domestic violence" means "domestic violence" as defined in Section 6211 of the Family Code.

1037.8. A domestic violence counselor shall inform a domestic violence victim of any applicable limitations on confidentiality of communications between the victim and the domestic violence counselor. This information may be given orally.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY(IES): _____

Signature of County Contract Administrator Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Contractor's Project Manager Signature Date

DPSS EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Contract Administrator Date

DPSS ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

DPSS Representative Signature and Date

Contractor Representative Signature and Date

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES
 DOMESTIC VIOLENCE SHELTER-BASED PROGRAM (DVSBP)
 CONTRACTOR CERTIFICATION FORM**

TO BE COMPLETED BY THE CONTRACTOR					
CONTRACTOR NAME:		CONTRACT NO.:		SUPERVISORIAL DISTRICT:	
ADMINISTRATIVE COMPLIANCE		YES	NO	COMMENTS (If "NO", please provide explanation)	
		Please initial one			
1	Staff performing services under this contract have undergone and passed a background check. (Contract Section 7.5.1)				
2	Employees and/or non-employees performing services covered by this Contract signed and adhere to the provisions of the "Contractor Employee and Non-Employee Acknowledgment and Confidentiality Agreement". (Contract Sections 7.6.5 and 7.6.6)			SAMPLE	
3	Staff providing direct DVSBP services completed and received certification for the Domestic Violence 40-hour training course. (SOW 4.1)				
4	Staff providing direct DVSBP services completed and passed Civil Rights Training (TBD)				

Name of Authorized Agency Representative		Title	
Signature		Date	

FOR COUNTY USE ONLY

SERVICE PERIOD MONITORED:	<u>07/01/20xx - 06/30/20xx</u>	SITE(S) MONITORED: (check all that apply)	<u>Emergency Shelter</u> <input type="checkbox"/>	<u>Transitional Shelter</u> <input type="checkbox"/>
DATE OF SITE VISIT:			CONTRACT PROGRAM MONITOR (CPM):	

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

I. INTRODUCTION

1. The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, DPSS' preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.
2. All listing of required services or Standards used in the PRS are intended to be completely consistent with the Statement of Work in this Contract and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in Statement of Work in the Contract. In addition, the PRS is not meant to be a conclusive list of all monitored items. Contractor will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract and the PRS, the meaning apparent in the main body of work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body of work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for fiscal assessments.
3. DPSS expects a high standard of Contractor performance for the required service. DPSS will work with Contractor to help resolve any areas of difficulty brought to the attention of DPSS by Contractor before the allowable deviation from the acceptable Standard occurs.
4. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor obligation to provide expert professional services to DPSS.

II. PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS in Exhibit A, Technical Exhibit 5 and provides the following:

- A. Lists the specific performance reference (Column 1 of chart).
- B. Defines the Standard of performance for each required service (Column 2 of chart).
- C. Shows the minimum performance percent or Acceptable Quality Level (AQL) for each required service that is allowed before DPSS determines the

service unsatisfactory and considers fiscal assessments (Column 3 of chart).

- D. Shows the Monitoring Methods DPSS will use to evaluate Contractor's performance in meeting the Contract's requirements (Column 4 of chart).
- E. Shows the amount of fiscal assessments that may be considered for performance below the standard (Column 5 of the chart). These indicators may serve as the baseline for assessing liquidated damages.

III. MONITORING

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

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

- One hundred percent inspection of the facility and environment on an annual basis to ensure it's safe and clean for clients;
- Review of insurance policies;
- Review of annual program statistical report;
- Review of signed Certification of Compliance and Contractor Certification Form; and
- Review of invoices.

B. Contract Discrepancy Report

Performance of a listed service is considered unacceptable when the number of discrepancies found during contract monitoring procedures does not meet the minimum standard required by the AQL. When the performance is unacceptable, Contractor may be required to respond to a Contract Discrepancy Report (CDR), as follows:

1. Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately

resolved by Contractor. DPSS will determine whether a CDR will be issued. (See Exhibit A, Statement of Work, Technical Exhibit 3).

2. If a CDR is issued, it will be sent to Contractor.
3. Upon receipt of a CDR, Contractor is required to respond in writing to DPSS within ten business days from the date of the CDR, acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 15 business days of issuance.
4. DPSS will evaluate Contractor explanation on the CDR and if DPSS determines that without fault or negligence by Contractor, DPSS may decline to deem it an unsatisfactory performance for the month.

IV. CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Contractor's unsatisfactory performance shall be determined by the Acceptable Quality Level (AQL). The AQL is the minimum performance percent that can be accepted and still meet the Contract Standard for satisfactory performance.

V. REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal assessments, Contractor must, within the timeframe as specified by DPSS, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

VI. UNSATISFACTORY PERFORMANCE REMEDIES

- A. When Contractor performance does not conform to the requirements of the contract; County will have the option to apply the following non-performance remedies:
 - A.1 Require Contractor to submit a formal corrective action plan within 15 business days from when the CDR was issued, and it is subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - A.2 Require Contractor to implement a formal corrective action plan, subject to approval by County for systematic, deliberate misrepresentations. This does not preclude County's right to

terminate any resultant contract upon ten (10) days, as provided in Subsection 8.41, Termination for Convenience of this Contract.

A.3 Consider fiscal assessments for errors that fail to meet the allowable AQL. Should number of errors fail to meet the AQL in any given time, DPSS shall send a letter to Contractor identifying deficiencies and requesting the Contractor to provide an action plan within fifteen (15) working days to rectify deficiencies. Provisions included in Section III of this PRS will apply to these occurrences.

If the same types of errors continue and have not been corrected, Contractor shall be required to meet with DPSS to address specific plans to immediately rectify deficiencies. Provisions included herein will apply to these occurrences.

- B. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within fifteen (15) business days from the date CDR was issued shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.
- C. Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice, as provided for in Standard Terms and Conditions, Section 8.0, Subsection 8.41, Termination for Convenience, herein above.

PERFORMANCE REQUIREMENTS SUMMARY

REFERENCE	SERVICE STANDARD	MINIMUM ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHODS	FISCAL ASSESSMENTS FOR FAILURE TO MEET THE AQL
Exhibit A, Statement of Work, Section 2.0 Mandated Program Requirements, Subsection 2.7	Contractor shall certify that meets and complies with all the mandatory program requirements as indicated in the California W&IC Sections 18203 through 1837, within ten business days of receipt of contract agreement, renewal of contract, and when requested by the County.	100%	Review of signed Certification of Compliance	\$150 per occurrence
Exhibit A, Statement of Work, Section 2.0 Mandated Program Requirements, Subsection 2.4; and Section 4.0 Staffing, Subsection 4.1	Contractor shall certify that all staff and volunteers have met the training requirements such as the DV 40-hour training course.	100%	Review of signed Contractor Certification Form	\$100 per occurrence
Exhibit A, Statement of Work, Section 5.0 Reporting Requirements; and Contract Section 5.0 Contract Sum/Compensation, Subsection 5.7 Annual Program Statistical Report	Contractor shall submit an Annual Program Statistical Report to the CCPM with a copy to the CCA by August 31 st of the following fiscal year. However, on the Fifth fiscal year (2023), the Annual Program Statistical Report is due by July 31 st of that fiscal year.	100%	Review of the Annual Program Statistical Report and submission deadline	\$100 per day late
Exhibit A, Statement of Work, Section 8.0 Monitoring, Subsection 8.1	Contractor shall respond accurately, completely, and timely, in writing as stated in the provision within 10 business days from date CDR was issued.	100%	Review of CDR and CDR response, and submission deadline	\$100 per day late
Exhibit A, Statement of Work, Section 8.0 Monitoring, Subsection 8.1	Contractor shall submit to County a Corrective Action Plan (CAP) within 15 business days from date CDR was issued.	100%	Review of CDR, CDR response and CAP; and submission deadline	\$100 per day late

REFERENCE	SERVICE STANDARD	MINIMUM ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHODS	FISCAL ASSESSMENTS FOR FAILURE TO MEET THE AQL
Exhibit A, Statement of Work, Section 8.0 Monitoring, Subsection 8.2 Health and Fire Inspections and Subsection 8.3 Inspections	Contractor shall ensure that each shelter facility shall have an inspection conducted by DPH and Fire Department (LA County and jurisdictional city) at least once a year or upon receipt of complaint to determine if the facility is sanitary, healthful, and safe for its intended or actual use.	100%	Review of inspection reports	\$100 per occurrence
Exhibit A, Statement of Work, Section 8.0 Monitoring, Subsection 8.3 Inspections, and Subsection 8.4 Clean and Safe Facilities	Contractor shall ensure that each shelter facility and environment for the clients are clean and safe.	100%	Onsite visits, observation and review of inspection reports	\$100 per occurrence
Contract Section 5.0 Contract Sum/Compensation, Subsection 5.6 Invoices and Payments	Contractor shall submit a complete and accurate monthly invoice to the CCA no later than 15 calendar days after the month service was rendered.	91%	Review of invoices	\$100 per day late
Contract, Section 7.0 Administration of Contract- Contractor, Subsection 7.5 Background and Security Investigations	Contractor shall certify that staff performing services under this contract have undergone and passed a background a check.	100%	Review of signed Contractor Certification Form	\$100 per occurrence
Contract Section 7.0 Administration of Contract-Contractor, Subsection 7.6 Confidentiality	Contractor shall certify that employees and non-employees performing services under this contract shall sign and adhere to the provisions of "Contractor Employee and Non-Employee Acknowledgement and Confidentiality Agreement" forms.	100%	Review of signed Contractor Certification Form	\$100 per occurrence

REFERENCE	SERVICE STANDARD	MINIMUM ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHODS	FISCAL ASSESSMENTS FOR FAILURE TO MEET THE AQL
Contract Section 8.0 Standard Terms and Conditions, Subsections 8.23 General Provisions For All Insurance Coverage, and Subsection 8.24 Insurance Coverage	Contractor shall maintain and provide at its own expense current insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract.	100%	Review of insurance certificate	\$100 per occurrence

**DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
CERTIFICATION OF COMPLIANCE**

Contractor Name

Contract Number

Address

Contractor acknowledges and certifies that it meets and complies with all of the mandatory program requirements under the Domestic Violence Shelter-Based Program, Statement of Work Section 2.0, Mandatory Program Requirements, Subsections 2.1 through 2.7. The requirements are as follows:

- A. Consistent with California W&IC Sections 18293 through 18307, Contractor shall ensure the following:
1. Contractor operates a domestic violence shelter 24 hours a day, seven days a week at a site that is physically located in Los Angeles County.
 2. Contractor receives and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
 3. Contractor makes every attempt to qualify the DVSBP for any available federal funding.
 4. Contractor's primary function is to administer DVSBP services as required by the California W&IC Section 18293(d).
 5. Contractor provides the following basic services to victims of domestic violence and their children:
 - a) Shelter on a 24 hours a day, seven days a week basis.
 - b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
 - c) Temporary housing and food facilities.
 - d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the California Evidence Code.
 - e) Referrals to existing services in the community.
 - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
 - g) Arrangements for school age children to continue their education during their stay at the DVSBP.
 - h) Emergency transportation as feasible.

6. Contractor provides, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:

- a) Medical care.
- b) Legal Assistance.
- c) Psychological support and counseling.
- d) Information regarding other available social services.

7. Contractor demonstrates the following:

- a) Ability to serve a variety of cultural backgrounds.
- b) Provide a list identifying its bilingual personnel and the language spoken.
- c) Efforts made to recruit formerly battered persons as staff members.

- B. Contractor's staff meet the requirements set forth in California Evidence Code Section 1037.1.
- C. Contractor trains and uses volunteers to the maximum capacity in the delivery of domestic violence shelter-base program services as required by the California W&IC 18297.
- D. Contractor certifies all volunteers have met the training requirements set forth in California Evidence Code Section 1037.1.
- E. Contractor works with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.
- F. Contractor certifies that it attempts to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

Signature

Date

Name and Title of Signer (please print)

CALIFORNIA PENAL CODE
SECTION 1203.097

(a) If a person is granted probation for a crime in which the victim is a person defined in Section 6211 of the Family Code, the terms of probation shall include all of the following:

(1) A minimum period of probation of 36 months, which may include a period of summary probation as appropriate.

(2) A criminal court protective order protecting the victim from further acts of violence, threats, stalking, sexual abuse, and harassment, and, if appropriate, containing residence exclusion or stay-away conditions.

(3) Notice to the victim of the disposition of the case.

(4) Booking the defendant within one week of sentencing if the defendant has not already been booked.

(5) (A) A minimum payment by the defendant of a fee of five hundred dollars (\$500) to be disbursed as specified in this paragraph. If, after a hearing in open court, the court finds that the defendant does not have the ability to pay, the court may reduce or waive this fee. If the court exercises its discretion to reduce or waive the fee, it shall state the reason on the record.

(B) Two-thirds of the moneys deposited with the county treasurer pursuant to this section shall be retained by counties and deposited in the domestic violence programs special fund created pursuant to Section 18305 of the Welfare and Institutions Code, to be expended for the purposes of Chapter 5 (commencing with Section 18290) of Part 6 of Division 9 of the Welfare and Institutions Code. Of the moneys deposited in the domestic violence programs special fund, no more than 8 percent may be used for administrative costs, as specified in Section 18305 of the Welfare and Institutions Code.

(C) The remaining one-third of the moneys shall be transferred, once a month, to the Controller for deposit in equal amounts in the Domestic Violence Restraining Order Reimbursement Fund and in the Domestic Violence Training and Education Fund, which are hereby created, in an amount equal to one-third of funds collected during the preceding month. Moneys deposited into these funds pursuant to this section shall be available upon appropriation by the Legislature and shall be distributed each fiscal year as follows:

(i) Funds from the Domestic Violence Restraining Order Reimbursement Fund shall be distributed to local law enforcement or other criminal justice agencies for state-mandated local costs resulting from the notification requirements set forth in subdivision (b) of Section 6380 of the Family Code, based on the annual notification from the Department of Justice of the number of restraining orders issued and registered in the state domestic violence restraining order registry maintained by the Department of Justice, for the development and maintenance of the domestic violence restraining order databank system.

(ii) Funds from the Domestic Violence Training and Education Fund shall support a statewide training and education program to increase public awareness of domestic violence and to improve the scope and quality of services provided to the victims of domestic violence. Grants to support this program shall be awarded on a competitive basis and be administered by the State Department of Public Health, in consultation with the statewide domestic violence coalition, which is eligible to receive funding under this section.

(D) The fee imposed by this paragraph shall be treated as a fee, not as a fine, and shall not be subject to reduction for time served as provided pursuant to Section 1205 or 2900.5.

(E) The fee imposed by this paragraph may be collected by the collecting agency, or the agency's designee, after the termination of the period of probation, whether probation is terminated by revocation or by completion of the term.

(6) Successful completion of a batterer's program, as defined in subdivision (c), or if none is available, another appropriate counseling program designated by the court, for a period not less than one year with periodic progress reports by the program to the court every three months or less and weekly sessions of a minimum of two hours class time duration. The defendant shall attend consecutive weekly sessions, unless granted an excused absence for good cause by the program for no more than three individual sessions during the entire program, and shall complete the program within 18 months, unless, after a hearing, the court finds good cause to modify the requirements of consecutive attendance or completion within 18 months.

(7) (A) (i) The court shall order the defendant to comply with all probation requirements, including the requirements to attend counseling, keep all program appointments, and pay program fees based upon the ability to pay.

(ii) The terms of probation for offenders shall not be lifted until all reasonable fees due to the counseling program have been paid in full, but in no case shall probation be extended beyond the term provided in subdivision (a) of Section 1203.1. If the court finds that the defendant does not have the ability to pay the fees based on the defendant's changed circumstances, the court may reduce or waive the fees.

(B) Upon request by the batterer's program, the court shall provide the defendant's arrest report, prior incidents of violence, and treatment history to the program.

(8) The court also shall order the defendant to perform a specified amount of appropriate community service, as designated by the court. The defendant shall present the court with proof of completion of community service and the court shall determine if the community service has been satisfactorily completed. If sufficient staff and resources are available, the community service shall be performed under the jurisdiction of the local agency overseeing a community service program.

(9) If the program finds that the defendant is unsuitable, the program shall immediately contact the probation department or the court. The probation department or court shall either recalendar the case for hearing or refer the defendant to an appropriate alternative batterer's program.

(10) (A) Upon recommendation of the program, a court shall require a defendant to participate in additional sessions throughout the probationary period, unless it finds that it is not in the interests of justice to do so, states its reasons on the record, and enters them into the minutes. In deciding whether the defendant would benefit from more sessions, the court shall consider whether any of the following conditions exists:

(i) The defendant has been violence free for a minimum of six months.

(ii) The defendant has cooperated and participated in the batterer's program.

(iii) The defendant demonstrates an understanding of and practices positive conflict resolution skills.

(iv) The defendant blames, degrades, or has committed acts that dehumanize the victim or puts at risk the victim's safety, including, but not limited to, molesting, stalking, striking, attacking, threatening, sexually assaulting, or battering the victim.

(v) The defendant demonstrates an understanding that the use of coercion or violent behavior to maintain dominance is unacceptable in an intimate relationship.

(vi) The defendant has made threats to harm anyone in any manner.

(vii) The defendant has complied with applicable requirements under paragraph (6) of subdivision (c) or subparagraph (C) to receive alcohol counseling, drug counseling, or both.

(viii) The defendant demonstrates acceptance of responsibility for the abusive behavior perpetrated against the victim.

(B) The program shall immediately report any violation of the terms of the protective order, including any new acts of violence or failure to comply with the program requirements, to the court, the prosecutor, and, if formal probation has been ordered, to the probation department. The probationer shall file proof of enrollment in a batterer's program with the court within 30 days of conviction.

(C) Concurrent with other requirements under this section, in addition to, and not in lieu of, the batterer's program, and unless prohibited by the referring court, the probation department or the court may make provisions for a defendant to use his or her resources to enroll in a chemical dependency program or to enter voluntarily a licensed chemical dependency recovery hospital or residential treatment program that has a valid license issued by the state to provide alcohol or drug services to receive program participation credit, as determined by the court. The probation department shall document evidence of this hospital or residential treatment participation in the defendant's program file.

(11) The conditions of probation may include, in lieu of a fine, but not in lieu of the fund payment required under paragraph (5), one or more of the following requirements:

(A) That the defendant make payments to a battered women's shelter, up to a maximum of five thousand dollars (\$5,000).

(B) That the defendant reimburse the victim for reasonable expenses that the court finds are the direct result of the defendant's offense.

For any order to pay a fine, to make payments to a battered women's shelter, or to pay restitution as a condition of probation under this subdivision, the court shall make a determination of the defendant's ability to pay. Determination of a defendant's ability to pay may include his or her future earning capacity. A defendant shall bear the burden of demonstrating lack of his or her ability to pay. Express findings by the court as to the factors bearing on the amount of the fine shall not be required. In no event shall any order to make payments to a battered women's shelter be made if it would impair the ability of the defendant to pay direct restitution to the victim or court-ordered child support. When the injury to a married person is caused, in whole or in part, by the criminal acts of his or her spouse in violation of this section, the community property shall not be used to discharge the liability of the offending spouse for restitution to the injured spouse, as required by Section 1203.04, as operative on or before August 2, 1995, or Section 1202.4, or to a shelter for costs with regard to the injured spouse, until all separate property of the offending spouse is exhausted.

(12) If it appears to the prosecuting attorney, the court, or the probation department that the defendant is performing unsatisfactorily in the assigned program, is not benefiting from counseling, or has engaged in criminal conduct, upon request of the probation officer, the prosecuting attorney, or on its own motion, the court, as a priority calendar item, shall hold a hearing to determine whether further sentencing should proceed. The court may consider factors, including, but not limited to, any violence by the defendant against the former or a new victim while on probation and noncompliance with any other specific condition of probation. If the court finds that the defendant is not performing satisfactorily in the assigned program, is not benefiting from the program, has not complied with a condition of

probation, or has engaged in criminal conduct, the court shall terminate the defendant's participation in the program and shall proceed with further sentencing.

(b) If a person is granted formal probation for a crime in which the victim is a person defined in Section 6211 of the Family Code, in addition to the terms specified in subdivision (a), all of the following shall apply:

(1) The probation department shall make an investigation and take into consideration the defendant's age, medical history, employment and service records, educational background, community and family ties, prior incidents of violence, police report, treatment history, if any, demonstrable motivation, and other mitigating factors in determining which batterer's program would be appropriate for the defendant. This information shall be provided to the batterer's program if it is requested. The probation department shall also determine which community programs the defendant would benefit from and which of those programs would accept the defendant. The probation department shall report its findings and recommendations to the court.

(2) The court shall advise the defendant that the failure to report to the probation department for the initial investigation, as directed by the court, or the failure to enroll in a specified program, as directed by the court or the probation department, shall result in possible further incarceration. The court, in the interests of justice, may relieve the defendant from the prohibition set forth in this subdivision based upon the defendant's mistake or excusable neglect. Application for this relief shall be filed within 20 court days of the missed deadline. This time limitation may not be extended. A copy of any application for relief shall be served on the office of the prosecuting attorney.

(3) After the court orders the defendant to a batterer's program, the probation department shall conduct an initial assessment of the defendant, including, but not limited to, all of the following:

- (A) Social, economic, and family background.
- (B) Education.
- (C) Vocational achievements.
- (D) Criminal history.
- (E) Medical history.
- (F) Substance abuse history.
- (G) Consultation with the probation officer.
- (H) Verbal consultation with the victim, only if the victim desires to participate.
- (I) Assessment of the future probability of the defendant committing murder.

(4) The probation department shall attempt to notify the victim regarding the requirements for the defendant's participation in the batterer's program, as well as regarding available victim resources. The victim also shall be informed that attendance in any program does not guarantee that an abuser will not be violent.

(c) The court or the probation department shall refer defendants only to batterer's programs that follow standards outlined in paragraph (1), which may include, but are not limited to, lectures, classes, group discussions, and counseling. The probation department shall design and implement an approval and renewal process for batterer's programs and shall solicit input from criminal justice agencies and domestic violence victim advocacy programs.

(1) The goal of a batterer's program under this section shall be to stop domestic violence. A batterer's program shall consist of the following components:

- (A) Strategies to hold the defendant accountable for the violence in a relationship, including, but not limited to, providing the defendant with a written statement that the defendant shall be held accountable for acts or threats of domestic violence.
- (B) A requirement that the defendant participate in ongoing same-gender group sessions.
- (C) An initial intake that provides written definitions to the defendant of physical, emotional, sexual, economic, and verbal abuse, and the techniques for stopping these types of abuse.
- (D) Procedures to inform the victim regarding the requirements for the defendant's participation in the intervention program as well as regarding available victim resources. The victim also shall be informed that attendance in any program does not guarantee that an abuser will not be violent.
- (E) A requirement that the defendant attend group sessions free of chemical influence.
- (F) Educational programming that examines, at a minimum, gender roles, socialization, the nature of violence, the dynamics of power and control, and the effects of abuse on children and others.
- (G) A requirement that excludes any couple counseling or family counseling, or both.
- (H) Procedures that give the program the right to assess whether or not the defendant would benefit from the program and to refuse to enroll the defendant if it is determined that the defendant would not benefit from the program, so long as the refusal is not because of the defendant's inability to pay. If possible, the program shall suggest an appropriate alternative program.
- (I) Program staff who, to the extent possible, have specific knowledge regarding, but not limited to, spousal abuse, child abuse, sexual abuse, substance abuse, the dynamics of violence and abuse, the law, and procedures of the legal system.
- (J) Program staff who are encouraged to utilize the expertise, training, and assistance of local domestic violence centers.
- (K) A requirement that the defendant enter into a written agreement with the program, which shall include an outline of the contents of the program, the attendance requirements, the requirement to attend group sessions free of chemical influence, and a statement that the defendant may be removed from the program if it is determined that the defendant is not benefiting from the program or is disruptive to the program.
- (L) A requirement that the defendant sign a confidentiality statement prohibiting disclosure of any information obtained through participating in the program or during group sessions regarding other participants in the program.
- (M) Program content that provides cultural and ethnic sensitivity.
- (N) A requirement of a written referral from the court or probation department prior to permitting the defendant to enroll in the program. The written referral shall state the number of minimum sessions required by the court.
- (O) Procedures for submitting to the probation department all of the following uniform written responses:
 - (i) Proof of enrollment, to be submitted to the court and the probation department and to include the fee determined to be charged to the defendant, based upon the ability to pay, for each session.
 - (ii) Periodic progress reports that include attendance, fee payment history, and program compliance.

(iii) Final evaluation that includes the program's evaluation of the defendant's progress, using the criteria set forth in subparagraph (A) of paragraph (10) of subdivision (a), and recommendation for either successful or unsuccessful termination or continuation in the program.

(P) A sliding fee schedule based on the defendant's ability to pay. The batterer's program shall develop and utilize a sliding fee scale that recognizes both the defendant's ability to pay and the necessity of programs to meet overhead expenses. An indigent defendant may negotiate a deferred payment schedule, but shall pay a nominal fee, if the defendant has the ability to pay the nominal fee. Upon a hearing and a finding by the court that the defendant does not have the financial ability to pay the nominal fee, the court shall waive this fee. The payment of the fee shall be made a condition of probation if the court determines the defendant has the present ability to pay the fee. The fee shall be paid during the term of probation unless the program sets other conditions. The acceptance policies shall be in accordance with the scaled fee system.

(2) The court shall refer persons only to batterer's programs that have been approved by the probation department pursuant to paragraph (5). The probation department shall do both of the following:

(A) Provide for the issuance of a provisional approval, provided that the applicant is in substantial compliance with applicable laws and regulations and an urgent need for approval exists. A provisional approval shall be considered an authorization to provide services and shall not be considered a vested right.

(B) If the probation department determines that a program is not in compliance with standards set by the department, the department shall provide written notice of the noncompliant areas to the program. The program shall submit a written plan of corrections within 14 days from the date of the written notice on noncompliance. A plan of correction shall include, but not be limited to, a description of each corrective action and timeframe for implementation. The department shall review and approve all or any part of the plan of correction and notify the program of approval or disapproval in writing. If the program fails to submit a plan of correction or fails to implement the approved plan of correction, the department shall consider whether to revoke or suspend approval and, upon revoking or suspending approval, shall have the option to cease referrals of defendants under this section.

(3) No program, regardless of its source of funding, shall be approved unless it meets all of the following standards:

(A) The establishment of guidelines and criteria for education services, including standards of services that may include lectures, classes, and group discussions.

(B) Supervision of the defendant for the purpose of evaluating the person's progress in the program.

(C) Adequate reporting requirements to ensure that all persons who, after being ordered to attend and complete a program, may be identified for either failure to enroll in, or failure to successfully complete, the program or for the successful completion of the program as ordered. The program shall notify the court and the probation department, in writing, within the period of time and in the manner specified by the court of any person who fails to complete the program. Notification shall be given if the program determines that the defendant is performing unsatisfactorily or if the defendant is not benefiting from the education, treatment, or counseling.

(D) No victim shall be compelled to participate in a program or counseling, and no program may condition a defendant's enrollment on participation by the victim.

(4) In making referrals of indigent defendants to approved batterer's programs, the probation department shall apportion these referrals evenly among the approved programs.

(5) The probation department shall have the sole authority to approve a batterer's program for probation. The program shall be required to obtain only one approval but shall renew that approval annually.

(A) The procedure for the approval of a new or existing program shall include all of the following:

(i) The completion of a written application containing necessary and pertinent information describing the applicant program.

(ii) The demonstration by the program that it possesses adequate administrative and operational capability to operate a batterer's treatment program. The program shall provide documentation to prove that the program has conducted batterer's programs for at least one year prior to application. This requirement may be waived under subparagraph (A) of paragraph (2) if there is no existing batterer's program in the city, county, or city and county.

(iii) The onsite review of the program, including monitoring of a session to determine that the program adheres to applicable statutes and regulations.

(iv) The payment of the approval fee.

(B) The probation department shall fix a fee for approval not to exceed two hundred fifty dollars (\$250) and for approval renewal not to exceed two hundred fifty dollars (\$250) every year in an amount sufficient to cover its costs in administering the approval process under this section. No fee shall be charged for the approval of local governmental entities.

(C) The probation department has the sole authority to approve the issuance, denial, suspension, or revocation of approval and to cease new enrollments or referrals to a batterer's program under this section. The probation department shall review information relative to a program's performance or failure to adhere to standards, or both. The probation department may suspend or revoke an approval issued under this subdivision or deny an application to renew an approval or to modify the terms and conditions of approval, based on grounds established by probation, including, but not limited to, either of the following:

(i) Violation of this section by any person holding approval or by a program employee in a program under this section.

(ii) Misrepresentation of any material fact in obtaining the approval.

(6) For defendants who are chronic users or serious abusers of drugs or alcohol, standard components in the program shall include concurrent counseling for substance abuse and violent behavior, and in appropriate cases, detoxification and abstinence from the abused substance.

(7) The program shall conduct an exit conference that assesses the defendant's progress during his or her participation in the batterer's program.

(d) An act or omission relating to the approval of a batterer's treatment programs under paragraph (5) of subdivision (c) is a discretionary act pursuant to Section 820.2 of the Government Code.

(Amended (as amended by Stats. 2012, Ch. 628, Sec. 1.5) by Stats. 2013, Ch. 144, Sec. 2. Effective January 1, 2014.)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____
CONTRACT NAME: DOMESTIC VIOLENCE SHELTER-BASED PROGRAM CONTRACT

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

ADMINISTRATIVE ASSISTANT II

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ANNUAL BUDGET

(CONTRACTOR'S BUDGET IS TO BE COMPLETED AND PROVIDED BY THE CONTRACTOR)

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
DOMESTIC VIOLENCE SHELTER BASED PROGRAM (DVSBP)
ANNUAL CONTRACT BUDGET NARRATIVE FY 20__ - 20__

CONTRACT NO. _____
Page 2 of 2

AGENCY NAME: _____

EXECUTIVE DIRECTOR: _____
NAME PHONE NUMBER E-MAIL ADDRESS

MAILING ADDRESS: _____
FAX NUMBER

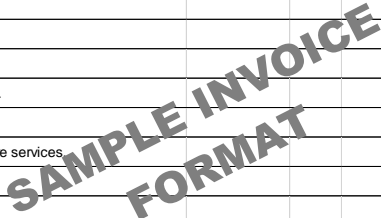
PROJECT DIRECTOR: _____
NAME PHONE NUMBER E-MAIL ADDRESS

MAILING ADDRESS: _____
FAX NUMBER


PROVIDE A GENERAL DESCRIPTION OF HOW THE CONTRACT FUNDS WILL BE USED:

SAMPLE MANUAL INVOICE FORMAT

CONTRACTOR NAME:										CONTRACT TYPE: DVSBP																										
CONTRACT NUMBER:										PERIOD OF PERFORMANCE OF WORK BEING INVOICED:																										
CONTRACT PERIOD:										TOTAL CONTRACT SUM:																										
SUPERVISORIAL DISTRICT:										BEGINNING BALANCE:																										
A. Total Number of Unduplicated Persons Requesting Services During Invoice Period																																				
B. Total Number of Unduplicated Persons Receiving Services During Invoice Period																																				
C. Characteristics of Unduplicated Persons Receiving Services During Invoice Period.																																				
Gender		Age					Marital Status				Primary Language							Race/Ethnicity																		
Male	Female	Under 18	18-25	26-35	36-45	46-60	Over 60	Single	Separated	Divorced	Married	Civil Union	Armenian	Cambodian	Chinese-Cantonese	Chinese-Mandarin	English	Korean	Russian	Spanish	Tagalog (Filipino)	Vietnamese	Other	White	Black/African American	Hispanic/Latino	American Indian	Pacific Islander	Filipino	Other						
NOTE: For each category (gender, age, marital status, etc.), the total should equal the same as Total Number of Unduplicated Persons Receiving Services During Invoice Period listed above.																																				
D. Provide the number of persons who accessed the following services. Identify each service provided to a client. These totals do not need to match the number of unduplicated person listed above.																																				
																																				# OF PERSONS WHO ACCESSED
TYPE OF SERVICE																																				
1	Shelter on a 24 hour a day, seven days a week basis.																																			
2	A 24 hour a day, seven days a week telephone hotline for crisis calls.																																			
3	Temporary housing & food facilities																																			
4	Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.																																			
5	Referrals to existing services in the community.																																			
6	Drop-in center that operates during normal business hours to assist victims of DV who have a need for supportive services																																			
7	Arrangement for school age children to continue their education during their stay at the DVSBP.																																			
8	Emergency transportation																																			
9	Assistance with a method of obtaining medical care.																																			
10	Assistance with a method of obtaining legal assistance																																			
11	Assistance with a method of obtaining psychological support and counseling																																			
12	Assistance with a method of obtaining information regarding other available social services.																																			
																				TOTAL INVOICE AMOUNT:																
																				Have you incurred 75% of the contract amount?		YES NO														
																				YTD CONTRACT BALANCE:																
																				TOTAL AMOUNT AUTHORIZED:																
Signature of Authorized Representative										Date										DPSS ONLY		APPROVED BY: CMD														
Person Completing this Form										Telephone Number												County Contract Administrator Date														
																				FMB										Fiscal Management Branch Date						



SAMPLE ELECTRONIC MONTHLY INVOICE FORMAT

Contractor Invoice											
	Los Angeles County Department of Public Social Services										
	Domestic Violence (DV) Shelter Based Program										
	Agency Name (DVSBP -XXXXX)										
	Invoice for the Month of (Jan 2018)										
<hr/>											
Invoice											
<hr/>											
Category: Domestic Violence Shelter Based											
Service: Domestic Violence (DV) Shelter-Based services provide DV victims and their children, residing in LA County, with shelter, transitional housing, food, clothing, transportation, case management, and individual and family counseling.											
Total:											
SAMPLE											
Agency Users ()											
<hr/>											
Prepared By:				Signature :				Date:			
<hr/>				<hr/>				<hr/>			
Authorized Person:				Signature :				Date:			
<hr/>				<hr/>				<hr/>			
County Contract Management Division (CMD) Users											
<hr/>											
Contract Administrator				Signature :				Date:			
<hr/>				<hr/>				<hr/>			
AA II /CPM				Signature :				Date:			
<hr/>				<hr/>				<hr/>			
County Fiscal Operations Users											
<hr/>											
<hr/>											
FOD Processed By:				Signature :				Date:			
<hr/>				<hr/>				<hr/>			

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is to be executed and kept on file at Contractor's work site and must be provided to the County upon request. Work by the employee cannot begin on the Contract until the document is executed.)

Contractor Name _____ Employee Name _____

Contract No. _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is to be executed, kept on file at Contractor's work site, and must be provided to the County upon request. The non-employee cannot begin work on the Contract until this document is executed.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

Jury Service Ordinance
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Contractor Name

Name of Contractor Representative (please print)

Official Title

Official's Signature

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 20599I

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

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

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

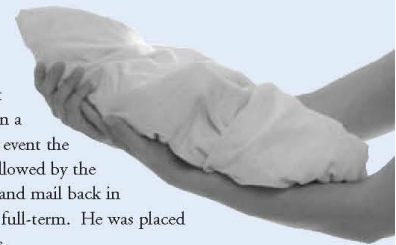
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Domestic Violence Shelter-Based Program Services		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT N**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tiered Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “Participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

EXHIBIT O COMPLAINT OF DISCRIMINATORY TREATMENT

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

CASE NAME:

CASE NUMBER:

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

I believe I was discriminated against because of my:

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

DATE OF OCCURRENCE: _____

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

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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

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

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____

TELEPHONE: _____

EXHIBIT P

**CONTRACTOR'S NONDISCRIMINATION
IN SERVICES CERTIFICATION**

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR'S CERTIFICATION

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

Name and Title of Signer

Signature

Date

SAMPLE ANNUAL PROGRAM STATISTICAL REPORT FORMAT

Department of Public Social Services Domestic Violence Shelter-Based Program (DVSBP) Annual Program Statistical Report July 1, 20__ - June 30, 20__			
Contractor:			
Shelter Designation (if applicable):		Supervisorial District:	
I. Persons Requested/Received Services		IV. Primary/Native Language of Persons Who Received Shelter Services	
<i>(Adults and Children)</i>		<i>(Adults and Children)</i>	
A. Total # of Persons Who Requested Services		Armenian	
B. Total # of Persons Who Received Shelter Services		Cambodian	
II. Number Of Persons Who Received Specific Services *		Chinese-Cantonese	
<i>(Adults and Children)</i>		Chinese-Mandarin	
Drop-in Center Services		English	
Emergency Transportation		Korean	
Food/Meals		Russian	
Hotline Assistance		Spanish	
Minor Children School Arrangements		Tagalog (Filipino)	
Obtained Medical Care		Vietnamese	
Obtained Legal Assistance		Other (please state below)	
Peer Counseling			
Psychological Support			
Referrals to Other Community Services			
Referrals to Other Social Services			
Shelter/Temporary Housing			
Total*	0	Total***	0
III. Characteristics of Persons Who Received Shelter Services		V. Self-Identified Race/Ethnicity of Persons Who Received Shelter Services	
<i>Gender, Age, Marital Status and Children</i>		<i>(Adults and Children)</i>	
		American Indian or Alaskan Native	
A. Gender (Adults)		Asian	
Female		Black-African American	
Male		Chinese	
Total**	0	Filipino	
B. Age (Adults)		Japanese	
18-25		Korean	
26-35		Latino-Central American	
36-45		Latino-Mexican American	
46-60		Native Hawaiian	
Over 60		Pacific Islander	
Total**	0	Samoan	
C. Marital Status (Adults)		Vietnamese	
Single		White-Caucasian	
Separated		Other (please state below)	
Divorced		Unknown - declined to state	
Married		Total***	0
Civil Union			
Total**	0	VI. Estimated Annual Income of Persons Requested/Received Services*	
D. Age (Children)		\$0 - \$25,000	
0-5		\$25,001 - \$50,000	
6-11		\$50,001 and above	
12-17		Unknown	
Total**	0	Total*	0
* Totals do not need to match the number reported for I.B. Each person may receive multiple services. ** Adult's total number and the children's total number when added manually should equal to the number reported for I.B. *** Totals should equal to the number reported for I.B.			
Printed Staff Name and Title		Signature	Date
Executive Director		Signature	Date

SAMPLE ANNUAL PROGRAM STATISTICAL REPORT FORMAT

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
ANNUAL PROGRAM STATISTICAL REPORT FY 20__ - 20__
FINAL PROPERTY INVENTORY CERTIFICATION
(Property Acquired With Program Funding Only)**

Contractor:

Contract Agreement No:	Contract Agreement Period:
------------------------	----------------------------

I. ACQUISITION OF PROPERTY

Please mark the applicable selection.

Contract Agreement **Without** Property

I hereby certify that no property/equipment was furnished or acquired according to the terms and conditions of this Master Agreement.

Contract Agreement **With** Property

I hereby certify that the inventory listing detailed below is complete, and that it correctly reflects all property/equipment furnished or purchased under the terms and conditions of this award. (Attach additional pages if needed.)

Property/Equipment	ID# (e.g., stock no., serial no., property no., etc.)	Location of Property/Equip.	Acquisition Date	Acquisition Cost	Current Value	Condition

_____	_____
Name of Authorized Agency Representative	Title
_____	_____
Signature	Date

SAMPLE ANNUAL PROGRAM STATISTICAL REPORT FORMAT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES			
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM			
ANNUAL PROGRAM STATISTICAL REPORT FY 20__ - 20__			
CONTRACT AGREEMENT CLOSEOUT TAX CERTIFICATION			
Contractor:			
Contract Agreement No.:	Contract Agreement Period:		
	07/01/__ - 06/30/__		
<p>In the performance of Contract Agreement indicated above, I certify that I have complied with requirements of the law, State of California, regarding the obtaining of employer identification/account numbers, collection, payment, deposit, and reporting of Federal, State and local taxes and the provision of W-2 forms to employees/enrollees who are not now my employees. For present employees/enrollees, formerly employed/enrolled under the Agreement, W-2 forms will be furnished as specified in Circular E, of the Employers Tax Guide.</p>			
<p>IN WITNESS WHEREOF, this assignment has been executed this__ day of _____ 20__.</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; height: 40px;"> </td> <td style="width: 20%; text-align: center;">Contractor Employment Identification Number</td> </tr> </table>			Contractor Employment Identification Number
	Contractor Employment Identification Number		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; height: 40px;"> </td> <td style="width: 40%; text-align: center;"> </td> </tr> </table>			
Name of Authorized Agency Representative (Please Print)	Title		
Signature	Date		

SAMPLE ANNUAL PROGRAM STATISTICAL REPORT FORMAT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES DOMESTIC VIOLENCE SHELTER-BASED PROGRAM ANNUAL PROGRAM STATISTICAL REPORT FY 20__ - 20__ CONTRACTOR RELEASE FORM						
Contractor:						
Contract Agreement No.:				Contract Agreement Period:		
				07/01/ __ - 06/30/ __		
<p>Pursuant to the terms of FY 20__ - 20__ Contract Agreement Number SSC-0000XX, and in consideration of the expended and accrued sum of \$XX,XXX, of which \$XX,XXX is the amount paid and \$0 is the amount to be paid under the said Agreement, <u> (Contractor Name) </u>, hereinafter called the awardee or to its assignees, if any, awardee upon payment of the said sum \$XXXXXX (subject to the review and final reconciliation by the Department of Public Social Services, hereinafter called the awarding agency) does release and discharge the awarding entity, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Agreement, except:</p>						
<i>For cost reimbursement programs only</i>						
1	Unpaid bills in stated amounts, or in estimated amounts where the exact amounts are not available, by the awardee, as follows:					
<p><i>Accrued Expenditures (attach additional worksheets, if necessary) - Costs shall be supported in your <u>general ledger</u>.</i></p>						
Invoice Date	Vendor	Invoice or P.O. #	Line Item	Cost Category	Amount	Expected Payment Date
2	Claims submitted after the June 30, 20__ deadline, which resulted from liabilities under the Contract Agreement program above, will not be paid, including unemployment insurance and audit costs.					
This release has been executed this ____ day of _____ 20__.						
_____				_____		
Name of Authorized Agency Representative				Title		
_____				_____		
Signature				Date		



If you or someone you know is being forced to engage in any activity and cannot leave -- whether it is commercial sex, housework, farm work, construction, factory, retail, or restaurant work, or any other activity - call the **National Human Trafficking Resource Center** at **1-888-373-7888** or the California Coalition to Abolish Slavery and Trafficking (CAST) at **1-888-KEY-2-FRE(EDOM)** or

Si a usted, o a alguien que conoce, lo están forzando a hacer algo y no lo dejan ir -- ya sea sexo por dinero, trabajo de casa, campo agrícola, construcción, fábrica, en una tienda minorista o restaurante, o cualquier otra actividad -- llame al **Centro Nacional de Recursos para la Trata de Personas** al **1-888-373-7888** o a la Coalición de California para Abolir la Esclavitud y la Trata de Personas (California Coalition to Abolish Slavery and Trafficking, CAST) al **1-888-KEY-2-FRE(EDOM)** o

如果您本人或您认识的人被迫从事任何活动且无法脱身 -- 无论是商业性交易、家务劳动、农场工作、建筑、工厂、零售、餐馆工作还是任何其他活动 -- 请打电话给**全美反人口贩运资源中心**，电话号码 **1-888-373-7888** 或打电话给**加州废除奴役和人口贩运联盟** (California Coalition to Abolish Slavery and Trafficking, CAST)，电话号码 **1-888-KEY-2-FRE(EDOM)** 或，

1-888-539-2373

to access help and services. Victims of slavery and human trafficking are protected under United States and California law.

The hotlines are:

- Available 24 hours a day, 7 days a week.
- Toll-free.
- Operated by nonprofit, nongovernmental organizations.
- Anonymous and confidential.
- Accessible in more than 160 languages.
- Able to provide help, referral to services, training, and general information.

For more information:
www.atty.lacity.org
 Los Angeles City Attorney's Office

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para obtener ayuda y servicios. Las víctimas de esclavitud y trata de personas están protegidas bajo las leyes de California y los Estados Unidos.

Las líneas de ayuda:

- Están disponibles las 24 del día, 7 días por semana.
- Son gratis.
- Están operadas por organizaciones no de gobierno y sin fines de lucro.
- Son anónimas y confidenciales.
- Prestan servicio en más de 160 idiomas.
- Pueden brindarle ayuda, remisión a servicios, capacitación e información general.

获得帮助和服务。

奴役和人口贩运受害者受美国和加州法律的保护。

热线电话：

- 每周七天、每天二十四小时开通；
- 免费；
- 由非营利、非政府组织运营；
- 匿名和保密；
- 可用160多种语言拨打；
- 能够提供帮助、转介服务、培训和一般信息。

Report Human Trafficking. Text BeFree (233-733).

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

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

CONTRACTOR CERTIFICATION

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

Contractor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

**Recommended Agencies and Contract Amounts for
Domestic Violence Shelter-Based Program (DVSBP) Services
Fiscal Years 2018-2023**

	Agency Name	Number of Shelters by Supervisorial District					Annual Contract Amount ¹	5-Year Contract Maximum	
		1	2	3	4	5			
1	1736 Family Crisis Center		2		2		\$278,068	\$1,390,340	
2	Antelope Valley Domestic Violence Council					1	\$69,517	\$347,585	
3	Center For The Pacific Asian Family, Inc.			2	1		\$208,551	\$1,042,755	
4	Domestic Violence Center of the Santa Clarita Valley/Child and Family Center ²					1	\$69,517	\$347,585	
5	Haven Hills, Inc.			2			\$139,034	\$695,170	
6	House of Ruth, Inc.	2					\$139,034	\$695,170	
7	Interval House				1		\$69,517	\$347,585	
8	Jenesse Center, Inc.		2				\$139,034	\$695,170	
9	Jewish Family Service of Los Angeles			2			\$139,034	\$695,170	
10	Ocean Park Community Center/ Lamp Community, Inc./ The People Concern ³		1	1			\$139,034	\$695,170	
11	Rainbow Services, Ltd.				2		\$139,034	\$695,170	
12	Su Casa~Ending Domestic Violence				2		\$139,034	\$695,170	
13	Women's and Children's Crisis Shelter, Inc.				1		\$69,517	\$347,585	
14	WomenShelter of Long Beach, California				1		\$69,517	\$347,585	
15	YWCA of Glendale					1	\$69,517	\$347,585	
16	YWCA of San Gabriel Valley					1	\$69,517	\$347,585	
TOTAL		2	5	7	10	4	\$1,946,476	\$9,732,380	
Total Number of Shelters		28							

¹ Each shelter is allocated \$69,517 per fiscal year, which is an equal share of the available funds in FY 18-19. Should the available funding for a subsequent year change, each shelter's allocation will be increased or decreased accordingly.

² Domestic Violence Center of the Santa Clarita Valley has a pending merger with Child and Family Center. Child and Family Center will be the surviving entity.

³ Ocean Park Community Center (OPCC) has a pending merger with Lamp Community, Inc. OPCC will be the surviving entity, however, once the merger is complete, OPCC will file for a legal name change as The People Concern.