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**BOARD OF SUPERVISORS**

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May 14, 2019

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:

**APPROVAL TO EXECUTE 18 CONTRACT AMENDMENTS TO EXTEND THE TERM OF  
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES  
EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute contract amendments for the continued provision of Domestic Violence Shelter-Based Program services for victims of domestic violence and their minor children residing in Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute 18 contract amendments, substantially similar to Exhibit I, with the contractors identified in Attachment A, to extend the contract term effective July 1, 2019 through June 30, 2020, for the continued provision of Domestic Violence Shelter-Based Program (DVSBP) services, at a total maximum obligation of \$2,150,002; 100 percent offset by the Domestic Violence Special Fund.
2. Delegate authority to the Director of DPH, or designee, to execute amendments to the contracts that extend the term for an additional one-year term through June 30, 2021, at amounts to be determined by DPH based on funding availability; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution, and

make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of DPH, or designee, to execute change notices to the contracts; such as changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

4. Delegate authority to the Director of DPH, or designee, to terminate the contracts for convenience by providing 30 calendar days' advance written notice to contractors, subject to review and approval by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to execute amendments to extend the term of 18 contracts to continue to provide DVSBP services for victims of Domestic Violence (DV) and their minor children residing in Los Angeles County. The DVSBP services contracts are currently scheduled to end on June 30, 2019.

The Contractors provide a 24-hour emergency shelter, 24-hour crisis hotline, food, clothing, transportation, psychological support, peer counseling, and referrals to community resources needed for safety and survival to assist victims of DV. DVSBP services are provided at 29 shelters throughout the County. Any County resident is eligible for DVSBP services.

Under the DVSBP, each shelter is allocated an equal share of the available funds from the Domestic Violence Special Fund.

The recommended contract extensions will allow DVSBP services to continue while DPH conducts a solicitation process.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend the term of the contracts for up to one year pending completion of a solicitation process; rollover unspent funds; internally reallocate funds between budgets up to 10 percent of the annual base maximum obligation; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts; such as changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Approval of Recommendation 4 will allow DPH to terminate the contracts for convenience by providing 30 calendar days' advance written notice.

### **FISCAL IMPACT/FINANCING**

The total cost for the 18 recommended contract extensions for the period effective July 1, 2019 through June 30, 2020 is \$2,150,002, 100 percent offset by the Domestic Violence Special Fund. 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 is used to finance DVSBP services.

There is no net County cost associated with this action.

Funding for DVSBP services is included in DPH's Recommended Budget for fiscal year (FY) 2019-20 and will be included in future FYs, as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

For several years, your Board has approved contracts with qualified agencies to provide DVSBP services.

On May 29, 2018, your Board delegated authority to the Acting Director of the Department of Public Social Services (DPSS) to extend the term of the DVSBP contracts, effective July 1, 2018 through June 30, 2019 and approved the transfer of administrative responsibility for the DVSBP contracts from DPSS to DPH, effective July 1, 2018. Since then, DPH has been overseeing the implementation of the DVSBP service contracts and building a partnership with the contract agencies.

The contracts include provisions that require confidentiality of all records and maintenance of all information related to the services in accordance with all applicable County, State, and federal regulations.

County Counsel has reviewed and approved Exhibit I as to use.

Attachment A identifies the 18 contractors, funding information, Supervisorial Districts (SD) served, and the number of shelters per contractor.

## **CONTRACTING PROCESS**

On October 9, 2012, DPSS released a Request for Statement of Qualifications (RFSQ) to solicit for DVSBP services, as required under Los Angeles County Code, Chapter 2.121 et seq.

On June 4, 2013, your Board approved the execution of 18 DVSBP contracts resulting from the RFSQ process.

In 2017, a shelter in SD 1 was closed, leaving only two shelters in that particular SD. On June 28, 2018, DPSS added a new shelter in SD 1 with East Los Angeles Women's Center. As a result, this ensured that a minimum of three shelters are located in each SD; and continued providing geographic coverage for SD 1.

On May 29, 2018, your Board approved the execution of contract amendments to extend the term effective July 1, 2018 through June 30, 2019, for the continued provision of DVSBP services.

DPH is currently developing a solicitation to re-solicit DVSBP services and anticipates release in June 2019.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to continue to provide DVSBP services to victims of DV and their minor children residing in Los Angeles County.

Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:sp

Enclosures

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

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DOMESTIC VIOLENCE SHELTER BASED PROGRAM SERVICES**

**JULY 1, 2019 THROUGH JUNE 30, 2020**

CONTRACT NUMBER	CONTRACTOR	Number of Shelters by Supervisorial District					Number of Shelters	TOTAL FUNDING	
		1	2	3	4	5			
1	PH-003565	1736 Family Crisis Center		2		2		4	\$ 296,552
2	PH-003566	Antelope Valley DV Council					1	1	\$ 74,138
3	PH-003568	Center For The Pacific Asian Family, Inc. (CPAF)			1	1		2	\$ 148,276
4	PH-003569	Child and Family Center					1	1	\$ 74,138
5	PH-003570	East LA Women's Center	1					1	\$ 74,138
6	PH-003571	Haven Hills, Inc.			2			2	\$ 148,276
7	PH-003572	House of Ruth, Inc.	2					2	\$ 148,276
8	PH-003573	Interval House				1		1	\$ 74,138
9	PH-003574	Jenesse Center		2				2	\$ 148,276
10	PH-003575	Jewish Family Service of Los Angeles			2			2	\$ 148,276
11	PH-003576	Ocean Park Community Center		1	1			2	\$ 148,276
12	PH-003577	Rainbow Services, Ltd.			2			2	\$ 148,276
13	PH-003578	South Asian Helpline & Referral Agency (SAHARA)			1			1	\$ 74,138
14	PH-003579	Su Casa~ Ending Domestic Violence			2			2	\$ 148,276
15	PH-003580	Women and Children's Crisis Shelter, Inc.			1			1	\$ 74,138
16	PH-003581	Women Shelter of Long Beach			1			1	\$ 74,138
17	PH-003582	YWCA of Glendale				1		1	\$ 74,138
18	PH-003583	YWCA of San Gabriel Valley				1		1	\$ 74,138
<b>Total Number of Shelters</b>							<b>29</b>		
<b>TOTAL MAXIMUM OBLIGATION:</b>								<b>\$</b>	<b>2,150,002</b>

BL#04688

**SAMPLE**

**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

ANNUAL AMOUNT BY SHELTER						
DESIGNATION	SUPERVISORIAL DISTRICT					TOTAL ANNUAL AMOUNT
	1	2	3	4	5	
SHELTER 1						\$0
ENHANCEMENT AMOUNT						
SHELTER 2						
ENHANCEMENT AMOUNT						
SHELTER 3						
ENHANCEMENT AMOUNT						
SHELTER 4						
ENHANCEMENT AMOUNT						

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

**DEPARTMENT OF PUBLIC HEALTH  
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

Amendment No.

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES", dated July 1, 2013, further identified as County Contract Number PH-0000XX, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, on XXX, the Board of Supervisors approved extending this Contract for the continued provision of Domestic Violence Shelter-Based Program services; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2019.
2. **Attachment A, Statement of Work, Section 2.0, Mandated Program Requirements, Subsection 2.2.5**, shall be deleted in its entirety and replaced as follows:

“2.2.5 Contractor shall provide the following basic services to victims of domestic violence and their children:

- a) Shelter on a 24 hour a day, seven days a week basis.
- b) A 24 hour 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 DVSBP.
- h) Emergency transportation as feasible.”

3. **Section 4.0, Term of Contract, subparagraph 4.1**, shall be deleted in its entirety and replaced as follows:

“4.1, This Contract is effective July 1, 2013. This Contract shall expire on June 30, 2020 unless sooner extended or terminated, in whole or in part, as provided herein.”

4. **Section 5.0, Contract Sum/Compensation Subsection 5.1**, shall be deleted in its entirety and replaced as follows:

“5.1 The maximum contract amount is \$xxxxxxx. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the DVSBP change, the County may change the annual maximum contract amount. The annual maximum for such years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the number of Contracts participating in the DVSBP, the total funds available for DVSBP for the year and any other relevant factors in determining the annual contract amount.

The annual maximum amount for each shelter for fiscal year (FY) 2013-14 is \$xxxxxxxx.

The annual maximum amount for each shelter for FY 2014-15 is \$xxxxxxxx.

The annual maximum amount for each shelter for FY 2015-16 is \$xxxxxxxx.

The annual maximum amount for each shelter for FY 2016-17 is \$xxxxxxxx.

The annual maximum amount for each shelter for FY 2017-18 is \$xxxxxxxx.



The annual maximum amount for each shelter for FY 2018-19 is \$xxxxxxx.

The annual maximum amount for each shelter for FY 2019-20 is \$xxxxxxx.”

5. **Subsection 5.9, Funding/Services Adjustments and Reallocations,** shall be added to be read as follows:

**"5.9, Funding/Services Adjustments and Reallocations:**

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may increase or decrease funding up to ten percent (10%) above or below each term’s annual base maximum obligation.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County’s Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.”

6. **Section 9.3, Child/Elder Abuse/Fraud Reporting,** shall be deleted in its entirety and replaced as follows:

“9.3. Child/Elder Abuse/Fraud Report.

9.3.1 Contractor's mandated reporting staff working on this Contract

that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in 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's mandated reporting 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.

9.3.2 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.

9.3.3 Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (W&IC), Section 15600 et seq. shall comply with the reporting requirements described in 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's mandated reporting 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.

9.3.4 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.

9.3.5 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 unless otherwise restricted by law from disclosing such information."

7. **Section 10., Health Insurance Portability and Accountability Act (HIPAA) of 1996**, shall be added to be read as follows:

**"10., Health Insurance Portability and Accountability Act (HIPAA) of 1996.**

The parties acknowledge the existence of the Health Insurance

Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Inadvertent Access.

Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents, from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove."

8. **Attachment C, Contractor's Annual Budget**, shall be attached hereto and incorporated herein by reference.
9. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#04688