COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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CYNTHIA D. BANKS
Interim Director

"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 14, 2005

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

Dear Supervisors:

APPROVAL TO ALLOCATE FUNDS FOR THE GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FOR FISCAL YEAR (FY) 2005-2006 (ALL DISTRICTS 3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the GROW Domestic Violence Supportive Services Program in the amount of $500,000, of which $421,825 will be used for the service providers shown on Attachment I in the amounts indicated, $3,175 for contingency purposes; and $75,000 will be used for Community and Senior Services (CSS) administrative costs effective July 1, 2005 through June 30, 2006. The program is financed by the Department of Public Social Services (DPSS) via intrafund transfers.

2. Authorize the Interim Director of CSS, or designee, to execute contracts in substantially similar form to Attachment II, with the 13 domestic violence service providers indicated on Attachment I and in the amounts indicated for provision of GROW domestic violence supportive services, after County Counsel approval as to form, effective July 1, 2005 through June 30, 2006.

3. Authorize the Interim Director of CSS, or designee, to execute contract amendments in substantially similar form to Attachment III to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the amount of change does not exceed 15 percent of the original contract amount; (b) approval of County Counsel, the Chief Administrative Office (CAO), and DPSS is obtained prior to

any such amendment; and (c) the Interim Director of CSS confirms in writing to the Board of Supervisors, the CAO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow CSS to continue administration of the GROW Domestic Violence Supportive Services Program to GROW participants who are victims of domestic violence, by providing case management, counseling, emergency and transitional shelter, legal and other services, and assist them in overcoming barriers to employment and move toward self-sufficiency.

Performance Measures

The GROW Domestic Violence Supportive Services Program performance evaluation is aligned with the County's Performance Counts Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- A safe and stable environment, emotionally and physically, to access supportive services;
- Identification and utilization of community resources to achieve self-sufficiency;
- Accessing educational and work-related activities to prepare for workforce readiness.

The Department will assess the agencies' performance through its analysis of monitoring reports produced by the CSS Domestic Violence Unit.

Implementation of Strategic Plan Goals

The recommended action supports the Countywide Strategic Plan Goals of Service Excellence and Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The cost for the GROW Domestic Violence Supportive Services Program for the period July 1, 2005 through June 30, 2006 totals $500,000, of which $421,825 will be used for

the 13 domestic violence service providers listed on Attachment I in the amounts indicated; $75,000 will be used for CSS administrative costs; and $3,175 for contingency purposes.

The program is financed by the County General Fund. Funding for these services is included in the Department's FY 2005-06 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 2004, your Board approved GROW Domestic Violence Supportive Services funding allocations for the period July 1, 2004 through June 30, 2005 subject to agency performance, availability of funds and community needs. All agencies recommended for funding with this action have been performing at or above contractual requirements. This is will be the second year of a three-year funding cycle.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide GROW Domestic Violence Supportive Services to GROW participants. The MOU is automatically renewed each year, contingent upon availability of funds. DPSS has reviewed and concurs with the recommended actions.

The CAO and DPSS have reviewed and concur with the recommended action. County Counsel has reviewed and approved the attachments to form.

CONTRACTNG PROCESS

All agencies being recommended for funding were successful in the Request For Proposal (RFP) process conducted by CSS in March 2004. This year one agency, National Council on Alcoholism and Drug Dependence Long Beach (NCADD) requested that their contract be terminated due to their inability to meet performance goals. A total of 13 agencies, listed in Attachment I, are being recommended for funding with this action.

Monitoring Requirement

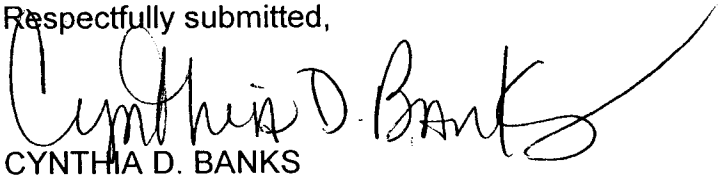
CSS will ensure that all approved contractors are monitored relative to contract compliance and administrative, programmatic and fiscal requirements. The contracting method that will be used for the GROW Domestic Violence Supportive Services Program is a performance-based, fee-for-service contract and all providers are required to submit outcome measures associated with the completion of tasks in the statement of work. CSS will analyze service fees on a yearly basis and will adjust fees accordingly to meet the County's cost of living adjustment (COLA) policy as adopted by the Board on January 29, 2002. Service providers will be monitored quarterly for programmatic contract compliance through the CSS Centralized Contract Compliance Section. Fiscal

compliance monitoring will be conducted bi-annually by an approved vendor procured through the Auditor-Controller.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the GROW Domestic Violence Supportive Services Program will allow agencies to continue providing domestic violence supportive services to GROW participants, who are victims of domestic violence, and do not have children, or are non-custodial parents, enabling them to overcome barriers to employment and ultimately achieve self-sufficiency.

Respectfully submitted,



CYNTHIA D. BANKS
Interim Director

CB:RD:sh
Attachments (3)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley
Bryce Yokomizo

ATTACHMENT I

GROW DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FY 2005-06 FUNDING RECOMMENDATIONS

Agency	Funding Recommendation
1736 Family Crisis Center	$ 37,950
Antelope Valley Domestic Violence Council	$ 12,500
Bienvenidos Children's Center, Inc.	$ 25,000
House of Ruth, Inc.	$ 12,500
Institute For Multicultural Counseling and Education Services (IMCES)	$ 40,250
Jenesse Center, Inc.	$ 25,000
Los Angeles Center for Law and Justice	$ 28,750
Peace and Joy Care Center	$ 69,500
Project: Peacemakers, Inc.	$ 37,950
Prototypes, A Center for Innovation in Health, Mental Health, and Social Services	$ 80,625
San Fernando Valley Community Mental Health Center, Inc.	$ 23,000
Santa Anita Family Service	$ 13,800
YWCA of San Gabriel Valley – WINGS	$ 15,000
TOTAL	**$421,825**

ATTACHMENT II

COUNTY OF LOS ANGELES

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM CONTRACT

FY 2005-06

BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

_____

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
PREAMBLE/RECITALS		1
SECTION 1 - APPLICABLE DOCUMENTS		2
SECTION 2 - CONTRACTOR OBLIGATIONS		2
SECTION 3 - COUNTY FISCAL OBLIGATION		4
SECTION 4 - PROGRAM MONITORING		5
SECTION 5 - TERM		5
SECTION 6 - CONTRACT ADMINISTRATION		5
SECTION 7 - NOTICES/AUTHORIZED SIGNATURES		6

ATTACHMENTS

EXHIBIT A - STANDARD TERMS AND CONDITIONS

EXHIBIT B - MANDATED PROGRAM REQUIREMENTS
§1300 - §1320

EXHIBIT C- STATEMENT OF WORK

EXHIBIT D - BUDGET SUMMARY

EXHIBIT E - DEFINITIONS AND GUIDELINES FOR CASE MANAGEMENT

EXHIBIT F - DEFINITIONS AND GUIDELINES FOR LEGAL SERVICES

EXHIBIT G - AUDITOR CONTROLLER CONTRACTING ACCOUNTING AND OPERATING HANDBOOK

Contract #__ ____

COUNTY OF LOS ANGELES
GROW DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FY 2005/06

This Contract is entered into this _____day of _____, 200__, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("CSS"), and «Contractor» ("Contractor").

PREAMBLE

WHEREAS, the COUNTY has created a GROW Domestic Violence Supportive Services Program pursuant to Section 11322.6(q) of the California Welfare and Institutions Code.

WHEREAS, the COUNTY has authority to provide domestic violence services pursuant to Assembly Bill (AB) 1542, Chapter 270, Statutes of 1997 All County Information Notice I-51-97;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services to victims of domestic violence as specified in the Los Angeles County GROW Domestic Violence Supportive Services implementation Plan approved by the Board of Supervisors;

WHEREAS, the CONTRACTOR desires to participate in an supportive services program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services contemplated by this contract; and

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative; management and personnel policies and procedures to govern the management and administration of the program, in order to ensure that all goals and objectives are achieved as contracted.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

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

SECTION 1. APPLICABLE DOCUMENTS

(a) This Contract consists of this 6-page document and the following exhibits, inclusive:

(1) Standard Terms and Conditions (Exhibit A)

(2) Mandated Program Requirements (Exhibit B)

(3) Statement of Work (Exhibit C)

(4) Performance Requirements (Exhibit D)

(5) Auditor Controller Contract Accounting and Operating Handbook (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this six-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Exhibit B (Mandated Program Requirements) and then in favor of Exhibit A (Standard Terms and Conditions) to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS.

(a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County, Department of Public Social Services, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with **§402** (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (**Exhibit A**). Absent compliance with **§402** and execution of the

Contract, Contractor shall not be authorized to provide services set forth in **Section 2**, and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) **INSURANCE COVERAGE REQUIREMENTS** (Requirements may vary depending on the type of Contract. CAO-RIMA should be consulted as to what coverage is required.)

1. **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not les than the following:

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

2. **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **$1 million** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

4. **Professional Liability** insurance coverage liability arising from an error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Contract.

5. **Crime Coverage** insurance in the amount not less than Fifty thousand dollars ($50,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have County as loss payee.

6. **Property Coverage**; Such insurance shall be endorsed naming County as an additional insured and shall include:

   1) Real Property: All-risk coverage, excluding earthquake and flood for the replacement value and with a deductible no greater than five percent (5%) of replacement value.

   2) Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

   Such policies shall be primary to in all instances and not contributing with any other insurance maintained by the County and shall name the County as an additional insured.

7. **SPARTA Paper (Assists Potential Contractors to Obtain Insurance)**. A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program. For additional information, Contractor may call (800) 420-0555 or contract them through e-mail address: carol@web2wise.com.

   Except as expressly provided herein, the remaining terms and conditions set forth in §1000 shall continue to be enforceable and binding on the Contractor.

(e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10th working day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or all of the amount invoiced.

SECTION 3. COUNTY FISCAL OBLIGATION.

The County agrees to reimburse the Contractor for satisfactory provisions of

services identified in the Statement of Work (**Exhibit C**) in accordance with relevant invoicing policies and procedures set forth in this Contract, provided however, that the amount obligated and paid to the Contractor by the County shall not exceed «Allocation» dollars («Dollars») during the term of this Contract in the amount not to exceed the amount of ____for Case Management and ____ for Legal Services, grant total is ____. In no event shall this Contract give rise to a charge on any other funds of the County.

SECTION 4. PROGRAM MONITORING.

(a) Contractor shall comply with all provisions of this Contract addressing Program monitoring of the Standard Terms and Conditions (**Exhibit A**).

(b) The County intends to perform contract compliance reviews and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, it is contemplated that CSS will conduct periodic reviews and monitoring no less than quarterly during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

SECTION 5. TERM OF CONTRACT.

(a) The term of this Contract shall be one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Commencing on July 1, 2005 and terminate no later than June 30, 2006, except as otherwise provided in this Contract.

(b) The County shall have the option to extend the Contract term for up to one additional one-year periods, for a maximum total Contract term of three years. Each such option year shall be exercised individually by the (Department Head or Board of Supervisors).

(c) Contractor shall notify (CSS) 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 sent written notification to CSS.

SECTION 6. CONTRACT ADMINISTRATION.

(a) The County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be _____ Assistant Director, Area Agency on Aging and/or such other person designated by the Director.

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract of behalf of the Contractor shall be _____, [title].

SECTION 7. NOTICES/AUTHORIZED SIGNATURES.

(a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1) County of Los Angeles

Cynthia Banks,
Interim Director
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

County of Los Angeles

_____, Program Manager
Domestic Violence Unit
County of Los Angeles
Community and Senior Services
3333 Wilshire Blvd., Suite 400
Los Angeles, CA 90010

(2) Contractor

_____

_____

_____

_____

Attention:_____

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ Title	_____ Title

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

STATE AND FEDERAL AND LOCAL GRANT PROGRAMS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

TC30805

TABLE OF CONTENTS

Page(s)

§ 100. DEFINITIONS 1
§ 101. "Contract" 1
§ 102. "Contractor" 1
§ 103. "Contractor's Program Manager" 1
§ 104. "County" 1
§ 105 "County Program Manager" 1
§ 106. "Department" or "CSS" 1
§ 107. "Director" 1
§ 108. "Funding Source" 1
§ 109. "Program" 1
§ 110. "Program Income 1
§ 111. "Services" 1
§ 112. "State" 1

§ 200. ASSURANCES/CERTIFICATIONS. 2
§ 201. Legal Authority. 2
§ 202. Compliance with Laws. 2
§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. 2
§ 204. Fraud and Abuse 4
§ 205. Civil Rights Laws. 4
§ 206. Wage and Hour Laws. 4
§ 207. Safety and Working Conditions. 4
§ 208. Employment Eligibility Verification 4
§ 209. Warranty of Adherence to County's Child Support Compliance Program. 5
§ 210. Health Insurance Portability and Accountability Act of 1996. 5
§ 211. Selective Service Compliance. 9
§ 212. Drug Free Workplace Compliance. 9
§ 213. Conflict of Interest/Contracts Prohibited. 9
§ 214. Lobbying. 9
§ 215. County Layoffs. 10
§ 216. GAIN/GROW Program Participants. 10
§ 217. Debarment and Suspension. 10
§ 218. Nepotism. 11
§ 219. Administrative and Personnel Procedures. 11
§ 220. Other Agreements. 11
§ 221. PELL Grants. 11
§ 222. Notification of Federal Earned Income Credit. 11
§ 223. Activities Prohibited 12
§ 224. Limitation on Corporate Acts 12
§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. 12

TABLE OF CONTENTS

Page(s)

§ 226. Sectarian Activities 12
§ 227. Quality Assurance Plan. 12
§ 228. Compliance with Tax Regulations. 12
§ 229. General Grievance Procedures. 12
§ 230. Compliance with Jury Service Program. 13
§ 231. Notice to Employees Regarding Safely Surrendered Baby Law 14
§ 232. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. 14
§ 233. Compliance with County Living Wage Program 14
§ 234. Changes in Services/Key Personnel 18

§ 300. INDEPENDENT CONTRACTOR. 18
§ 301. Independent Contractor. 18
§ 302. Limitations. 19
§ 303. General Warranty. 19
§ 304. Organizational Structure 19

§ 400. CONTRACT ADMINISTRATION. 19
§ 401. County Administration 19
§ 402. Contractor Administration – Contractor's Program Manager 19
§ 403. Conditions Precedent to Execution of Contract 19
§ 404. Contractor's Administrative and Accounting Procedures. 20
§ 405. Contractor's Staff Identification 21

§ 500. PROVISION OF SERVICES. 21
§ 501. Services. 21
§ 502. Non-Authorized Participants. 21
§ 503. Excess Work 21
§ 504. Confidentiality 21

§ 600. COMPENSATION AND METHOD OF PAYMENT. 21
§ 601. No Payment for Services Provided Following Expiration/Termination of Contract 21
§ 602. Cost of Living Adjustments 22
§ 603. Request for Cash. 22
§ 604. Fixed Fee Charges. 22
§ 605. Reimbursement for Actual Expenditures. 22
§ 606. Request for Advance Payment 22
§ 607. Return of Advanced Funds. 22

TABLE OF CONTENTS

Page(s)

§ 700. FISCAL ACCOUNTABILITY. 22
§ 701. ..... Fiscal Policies and Procedures. 22
§ 702. Federal TANF Regulations. 23
§ 703. Accounting 23
§ 704. Commingling of Funds 23
§ 705. Allegations Of Fraud And/Or Abuse. 23
§ 706. Disallowed Costs. 23
§ 707. Unexpended Program Income. 23

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION 23
§ 801. Audit Rights. 23
§ 802. Records. 24
§ 803. Reporting. 25
§ 804. Records and Reports. 27
§ 805. Public Records/Confidentiality. 27
§ 806. Public Statements. 28
§ 807. Joint Funding and Revenue Disclosure Requirement 28
§ 808. Excess Work 29

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES 29
§ 901. Noncompliance Sanctions 29
§ 902. Contractor's Performance/Reallocation of Funds 29

§ 1000. INDEMNIFICATION AND INSURANCE 29
§ 1001. Indemnification 29
§ 1002. Insurance 29
§ 1003. Self-Insurance and Self-Insured Retentions. 31
§ 1004. Public Entities 31
§ 1005. Notification of Incidents, Claims or Suits. 31
§ 1006. Compensation for County Costs. 32
§ 1007. Insurance Coverage Requirements for Subcontractors. 32
§ 1008. Failure to Procure or Maintain Insurance 32
§ 1009. Performance Security Requirements 32

§ 1100. TERMINATION/SUSPENSION/ PROBATION 33
§ 1101. Termination for Contractor's Default 33
§ 1102. Termination for Convenience. 33
§ 1103. Termination for Non-Appropriation of Funds. 33
§ 1104. Termination for Insolvency. 33
§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. 34

TABLE OF CONTENTS

Page(s)

§ 1106. Termination for Improper Consideration. 34
§ 1107. Suspension of Contract. 34
§ 1108. Probation. 34

§ 1200. GENERAL PROVISIONS 35
§ 1201. Time of Performance. 35
§ 1202. Contract Modifications/Amendments. 35
§ 1203. Prohibition Against Delegation and Assignment. 35
§ 1204. Subcontracting. 36
§ 1205. Repayment. 37
§ 1206. Payment Contingency. 37
§ 1207. Acquisition of Supplies and Equipment. 37
§ 1208. Notices. 38
§ 1209. Waivers. 38
§ 1210. Grievance Procedures. 38
§ 1211. Prohibition of Fees. 38
§ 1212. Validity. 38
§ 1213. Disputes. 38
§ 1214. Entire Contract. 39
§ 1215. Captions. 39
§ 1216. Clean air and Water Acts. 39
§ 1217. Intellectual Property Provisions. 39

STANDARD TERMS AND CONDITIONS

STATE AND FEDERAL GRANTS PROGRAMS

§ 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "Contractor" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "Contractor's Program Manager" shall mean the individual so designated and identified by the Contractor in **Section 6** of the foregoing Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "County Program Manager" shall mean the individual so designated and identified by the County in **Section 6** of the foregoing Contract.

§ 106. "Department" or **"CSS"** shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "Funding Source" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "Program" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in **Exhibit B** to the Contract.

§ 110. "Program Income" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "Services" shall mean the work to be done or performed under the terms of this Contract, as set forth in **Section 2** of the foregoing Contract as elaborated in **Exhibit C** of the Contract.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) 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.

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

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

(1) California Welfare & Institutions Code (WIC);

(2) California Department of Social Services (CDSS) Manual of Policies and Procedures;

(3) Social Security Act;

(4) State Energy and Efficiency Plan (Title 24, California Administrative Code);

(5) Clean Air Act (Section 306, 42 USC 1857(h));

(6) Clean Water Act (Section 508, 33 USC 1368);

(7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);

(8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in **Exhibit F** to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, sexual orientation, age, condition of 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. For the purpose of this **subdivision (d)** discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the Contractor of a complaint with respect to any alleged discrimination in the provision of services by the

Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in **subdivision (f)** above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars ($10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse. The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working

conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 209. Contractor's Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and *California Unemployment Insurance Code* Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' 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).

§ 210. Health Insurance Portability and Accountability Act of 1996. Under this Agreement, Contractor provides services to County and Contractor may receive, have access to, and/or create Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations (C.F.R.), Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, to the extent the Contractor receives, has access to, and/or creates Protected Health Information in order to provide services under this Agreement, the parties agree to the provisions set forth in this **§ 210**.

(a) **Definitions**. For purposes of this **§210**, the following definitions shall apply.

(1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health

Information outside Contractor's internal operations, or to other than its employees.

(2) "Individual" means the person who is the subject of Protected Health Information,

(3) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

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

(5) "Services" has the same meaning as in this Agreement.

(6) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

examination or analysis of such Information within Contractor's internal operations.

(7) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

(b) **Obligations of Contractor.**

(1) Permitted Uses and Disclosures of Protected Health Information. Contractor:

(A) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Subparagraphs (b)(3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) of this **§210**;

(B) shall Disclose Protected Health Information to County upon request;

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

(i) Use Protected Health Information; and

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

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

(2) Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other

than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(3) Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

(4) Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

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

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

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

(8) Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Subparagraph (b)(8) shall include: (i) the date of the Disclosure; (ii) the name, and address if known, of the entity or person

who received the Protected Health Information; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph (b)(8), Contractor shall document the information specified in (i) through (iv), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Subparagraph (b)(8) to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(c) **Obligation of the County.** County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

(d) Term and Termination. (1) Term. Contractor's obligations under Subparagraphs (b)(1) (as modified by Subparagraph (d)(2)), (3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

(A) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(B) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

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

(3) Disposition of Protected Health Information Upon Termination or Expiration.

(A) Except as provided in paragraph (d)(3)(B) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

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

(e) Miscellaneous. (1) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the

terms of this **§210**.

(3) Relationship to Agreement Provisions. In the event that a provision of this **§210** is contrary to any other provision of this Agreement, the provision of this **§210** shall control.

(4) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

§ 211. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

§ 212. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 213. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents

harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this **§ 213**.

§ 214. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due 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.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **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.

(c) **Chapter 2.202 of the County Code**. The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor**. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any 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.

(e) **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 that 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 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 Hearing Board.

(f) **Subcontractors**. This **§ 217** shall also apply to subcontractors and consultants of County contractors.

§ 218. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this **§ 218**, the term "*immediate family*" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, cousin, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 220. Other Agreements. (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 221. **PELL Grants**. To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

§ 222. **Notification of Federal Earned Income Credit**. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. **Activities Prohibited**. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(b) No Program participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under Program.

§ 224. **Limitation on Corporate Acts**. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under **Section 3** of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. **Contractor's Acknowledgment of Recycled-Content Paper Use**. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. **Sectarian Activities**. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. **Quality Assurance Plan**. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. **Compliance with Tax Regulations**. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the

(c) The Contractor shall record costs incurred in the discharge of the Contract.

§ **803. Reporting**. Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports**: Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report**: Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report**: Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of September.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § **803** shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income**. All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues verses expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be subject to approval by the County in its sole discretion.

(3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a *Final Report on Disposition* to the County.

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing

all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803 (e)**, each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this **§ 803 (f)**, except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this **§ 803 (f)** shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities**. A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting**: To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) **Property/Capital Expenditures**. Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of

$5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property**. The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(1) Participant records and files.

(2) Program records and files.

(3) Financial records and reports prepared in accordance with the requirements of this Contract.

(4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as

specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this **§ 807**, exempt as it pertains to other sources of funding for the Program. All other provisions of this **§ 807** shall apply. Failure of the Contractor to comply with the requirements of this **§ 807** shall constitute a material breach of contact upon which the County may cancel, terminate, or suspend this Contract.

§ 808. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of Services expressly set forth in this Agreement, without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES

§ 901. Noncompliance Sanctions. The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this

Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 902. **Contractor's Performance/ Reallocation of Funds**. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§1002. Insurance. (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in **Section 2** of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this **§ 1002** (at limits set forth in **Section 2(d)** of the foregoing Contract) and **Section 2** of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during ther term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

b) *Evidence of Insurance.* Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;

(4) Inlcude copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;

(5) Identify any deductibles or self-

insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or , require the Contractor to provide a bond guaranteeing payment for all such retained losses and related costs, including, but not limited to, expenses or fees, or both related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings*: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability*: General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability*: (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section 2(d)** of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in **Section 2(d)** of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider

a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 1004. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001**, **§ 1002** and **§ 1003** herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

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

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

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

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this **§ 1000** related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC)*: A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION / PROBATION

§ 1101. Termination for Contractor's Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have **ten (10) calendar days** from the date of the Notice of

Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under **§ 1102** (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 1102** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in **§ 1101**, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in **§ 209** "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to 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 County may terminate this Contract pursuant to **§1101** "Termination for Contractor's Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) 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, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the 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.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor- Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Time of Performance. (a) The term of this Contract shall be as set forth in **Section 5** of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, **§ 1000** (Indemnification and Insurance) and **§ 1100** (Termination/Suspension/Probation) of these Standard Terms and Conditions, and **Section 3** of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in **§ 403(a)**, and the County is in receipt of those documents as specified in **§ 403(b)**.

§ 1202. Contract Modifications/ Amendments. (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in **Section 3** of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received by the County.

§ 1203. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole of in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this **§ 1203**, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments

by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent there of by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This is no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Contractor's Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

> "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance

of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the

Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

§1207. Acquisition of Supplies and Equipment. (a) **Equipment**. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over $5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of $5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over $5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) **Purchase and Invoice Deadlines**. Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

request of the Director.

§ **1208. Notices**. (a) The appropriate County representative, as set forth in **Section 7** of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ **1209. Waivers**. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ **1210. Grievance Procedures**. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ **1211. Prohibition of Fees**. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ **1212. Validity**. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ **1213. Disputes**. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a)This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water Acts. To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of $100,000.

§ 1217. Intellectual Property Provisions. (a) *Federal Funding.* To the extent this Contract is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any

materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual Property provisions of this **§ 1217**. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, **§ 1217 (b)(2)(B)**) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this **§1217** or result in a breach of any provisions of law relating to confidentiality.

further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that :

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not
limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under **§ 1217(c)** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in **§ 1217(c)**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) **COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.**

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County

to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this **§ 1217** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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Exhibit B

MANDATED PERFORMANCE REQUIREMENTS

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FY 2005-06

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

July 1, 2005

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1300	PROGRAM SPECIFIC REQUIREMENTS	3
1301	Administrative Cost	3
1302	Charges to Clients	3
1303	Child Abuse/Elder Abuse Reporting/Fraud Reporting	3
1304	County Policy on doing Business with Small Business	3
1305	Damage to County Facilities, Buildings or Grounds	4
1306	Description of Services	4
1307	Disclosure of Information	5
1308	Employee Safety	5
1309	Entertainment	5
1310	Gratuties	6
1311	Health Inspections	6
1312	Licenses	6
1313	Locations of Services	7
1314	Nondiscrimination in Participation of Disabled Persons	7
1315	Non-Exclusivity	7
1316	Notices	7
1317	Notices to CSS	8
1318	Transportation	9
1319	Unlawful Solicitation	9
1320.	Unusual Occurrences	9
	Signatures	10

Contract #__ _____

CONTRACT
BETWEEN

COUNTY OF LOS ANGELES
AND

_____

FOR

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2005/06

1300. PROGRAM SPECIFIC REQUIREMENTS

1301. ADMINISTRATIVE COSTS

Total of all administrative costs cannot exceed **10% (ten percent)** of the total funded amount.

1302. CHARGES TO CLIENTS

Services to clients charged to this grant must be provided at **NO COST** to the clients.

1303. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The Contractor's staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code section. The Contractor staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with PC Code Sections 11166 and 11167.

The Contractor's staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working in this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 25630, 15633.

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

1304. COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

The County of Los Angeles has adopted a uniform definition of a small business and a policy for small businesses to ensure that small businesses not disadvantaged by the contracting and acquisition process and those programs are implemented to assist them in fair, open competition. The County will endeavor to do the following:

A. Constantly seek to streamline and simply our processes for selecting our vendors and for conducting business with them.

B. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

C. Continually review and revise how we package and advertise solicitation, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunities for small business to complete for our business; and b) to further opportunities for all businesses to compete regardless of size.

D. Insure the staff that manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

1305. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

1306. DESCRIPTION OF SERVICES

Contractor agrees to provide services in the form as described in Appendices and Exhibit "D", Application, attached hereto and incorporated herein by reference.

Contractor shall provide to eligible persons the supportive services set forth in Exhibit "D", Application, hereof which states for such services the following:

A. Description of the service and Contractor's program relating thereto;
B. The time(s) and location(s) of service availability;
C. Description of the facilities and equipment involved in providing the service; and
D. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.

1307. DISCLOSURE OF INFORMATION

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publicizing its role under the Contract within the following condition.

1. The Contractor shall develop all publicity material in a professional manner.

2. During the course of performance of this Contract, the Contractor, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of CSS and County Counsel.
   In no event, shall the Contractor use any material, which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of §209 shall apply.

1308. EMPLOYEE SAFETY

The Contractor will assure that the Contractor's employees:

1. Are covered by an effective Injury and Illness Prevention Program.
2. Receive all required general and specific training.

1309. ENTERTAINMENT

Costs of any amusements, social activities, and incidentals relating thereto, such as meals, beverages, lodging, rentals, transportation and gratuities, are not allowed.

1310. GRATUTIES

It is improper for any County Officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of Contract or that the proposer's failure to provide such consideration may negatively affect County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through in intermediary consideration in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract. A proposer shall immediately report any attempt by a County officer, employee or agency to solicit such improper consideration. The report shall be made either to the County Manager charged with supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration. Among other items such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangibles goods.

1311. HEALTH INSPECTIONS

Contractor understands and agrees that County may cause inspection of the Contractor's Domestic Violence Shelter center by the appropriate Department of Health (County, or Cities of Long Beach or Pasadena) as often as once every three (3) months or upon receipt of a complaint to determine if the facility is sanitary, healthful and otherwise safe for its intended or actual use. The Contractor shall be provided with a written report as to the unsatisfactory conditions at the facility and shall either correct the deficiencies within thirty-(30) business days of receipt of the report or shall obtain a written extension of time to make such corrections from the appropriate Department of Health. Failure to permit inspection or cure the defect(s) on a timely basis shall constitute grounds for termination of this Contract.

1312. LICENSES

Contractor shall obtain and maintain, during the term of this Contract, all appropriate licenses, permits and certificates required by all

applicable County, State and/or Federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder. A copy of each license, permit and certificate shall be sent to Community and Senior Services.

1313. LOCATION OF SERVICES

Contractor shall continuously manage and operate the site(s) at the location(s) to provide services set forth in Exhibit "D", Application.

Contractor shall obtain required inspections certificates (health, fire, etc.) and the prior written consent of Director of Community and Senior Services or his/her designee before modifying or terminating services at any other location.

1314. NONDISCRIMINATION IN PARTICIPATION OF DISABLED PERSONS

Contractor hereby agrees that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and the American Disabilities Act, Public Law 101-336, and all requirements imposed by the applicable HHS regulation (45 CFR Part 74), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal financial assistance.

1315. NON EXCLUSIVITY

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

1316. NOTICES

1. **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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

   The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice

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

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

3. **Delivery of Notices**
   Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

4. **Notices to the Contractor**
   Any such notice and the envelope containing it shall be addressed to the Contractor at its place of business.

5. **Notices to the County**
   Notices and envelopes containing it to the County shall be addressed to:

   Roseann Donnelly, Acting Program Manager
   Department of Community and Senior Services,
   Domestic Violence Unit
   3333 Wilshire Boulevard, Suite 400
   Los Angeles, CA 90010

6. **Change of Address**
   Either party can designate a new address by giving ten (10) days advance written notice to the other party.

7. **Termination Notices**
   In the event of suspension or termination of the Contract, written notices any also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

1317. NOTICES TO CSS

To County: Monthly funding requisitions:

Community and Senior Services
Domestic Violence Unit
3333 Wilshire Boulevard, Suite 400
Los Angeles, California 90010
Attention:(Planning Unit)

1318. TRANSPORTATION

Contractor's staff shall be reimbursed for the use of private vehicles for trips on official business. The mileage rate shall be comparable to the Los Angeles County established rate per mile. Auto mileage claims shall show points of destination, odometer readings, miles claimed, dates and purposes.

1319. UNLAWFUL SOLICIATION

Contractor shall require all of its employees to acknowledge understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding Unlawful Solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of said provisions by its employees. Contractor agrees to utilize the attorney referral service of all those Bar Associations within the County of Los Angeles that have such a service.

1320. UNUSUAL OCCURRENCES

Occurrences such as natural disaster, epidemic outbreaks, poisonings, food borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the Contractor within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and Community and Senior Services. Occurrences such as theft or vandalism must be reported within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local police/sheriff and Community and Senior Services. The Contractor shall retain an incident report on file for one year. The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities or Community and Senior Services may require.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By_____
Cynthia D. Banks, Interim Director
Community and Senior Services

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By_____
Principal Deputy County Counsel

Date:_____

____
Contractor (print or type legal name)

By_____
Signature

____
(print or type)

Title____

Date: ____

Exhibit C

Statement of Work

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work Program

STATEMENT OF WORK SUMMARY PAGE

CONTRACT NO:
Amendment No:
Modification No.

Agency: _____ 12 Month Contract Year 2005/2006

Project Title: _____ Mailing Address: _____ City/Zip _____

Project Director: _____ Telephone _____ Fax _____ Email _____

Contact Person: _____ Telephone _____ Fax _____ Email _____

SUP DISTRICT	2005/2006 GROW GRANT AMOUNT			TOTAL CLIENTS SERVED			TOTAL SERVICE UNITS		
	Case Management	Legal Services	TOTAL	Case Management	Legal Services	TOTAL	Case Management	Legal Services	TOTAL
1									
2									
3									
4									
5									
TOTAL									

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget (Exhibits "C" and "D" and any additional pages attached for use in carrying out this Contract.
Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF THE TOTAL FUNDED AMOUNT.

Contractor/Agency Representative: _____ Date: _____

CSS Program Planner: _____ Date: _____

CSS Supervisor of Planners: _____ Date: _____

CSS Contract Officer: _____ Date: _____

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work Program

Contract No:
Amendment No:
Modification No:

STATEMENT OF WORK
PROJECT DESCRIPTION

Agency_____ Year 2005/2006

Project Title_____ 12 Month Contract SUP DISTRICT_____

I. Project Site(s): If different from mailing address given on page 1. (Add additional pages for each project site.)
A: Address: Include city and full 9 digit zip code. **If confidential Location, do not list address and state "Confidential."**

_____, CA _____

B. Project Director:_____ Project Phone (___)_____ Fax (___)_____ Email _____

C. Contact Person:_____ Contact Phone (___)_____ Fax (___)_____ Email _____

II. Days and Hours of Operations of Project offices: Hours of operation must coincide with DPSS hours of operation Monday through Friday 8:00-5:00 p.m.

Monday	open at:_____	close at:_____	24 hours_____	closed_____
Tuesday	open at:_____	close at:_____	24 hours_____	closed_____
Wednesday	open at:_____	close at:_____	24 hours_____	closed_____
Thursday	open at:_____	close at:_____	24 hours_____	closed_____
Friday	open at:_____	close at:_____	24 hours_____	closed_____
Saturday	open at:_____	close at:_____	24 hours_____	closed_____
Sunday	open at:_____	close at:_____	24 hours_____	closed_____
Holidays	open at:_____	close at:_____	24 hours_____	closed_____

III. Brief Project Description:

IV. Participation – Collaboration:
Our agency agrees to uphold the fundamental goal of the GROW Domestic Violence Supportive Services Program designed to assist GROW Participants with domestic violence issues they confront, and to enable them to move successfully toward employment and economic self-sufficiency. To achieve these goals we agree to participate in the following activities:

- All program staff to complete a minimum of 40 hours of domestic violence training (CSS recognized as DV Training) within 3 months of hire.
- Attend a minimum of 6 monthly LACDVC meetings for a 12 month contract.
- Implement the GROW Domestic Violence Supportive Services Program Outcome Measurement Tool
- Participate in the Bidders, Contractors, and other conferences and all workshops provided by the County

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work Program

STATEMENT OF WORK
PROJECT DESCRIPTION

Contract No:
Amendment No:
Modification No:

Agency_____ Year 2005/2006

Project Title_____ 12 Month Contract SUP DISTRICT_____

V. Project Goal(s) and Objective(s): Provide a narrative description, limited to two pages of project's proposed activity indicating quantifiable goals by service category, with specific measurable outcomes, and include the time frames as appropriate.

VI. Description of Staff: Please describe the specific job duties of each new staff and the role each will play within your agencies overall plan to serve GROW Participants.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work Program

STATEMENT OF WORK
PROJECT OPERATING PLAN

CONTRACT NO:
Amendment No.
Modification No.

AGENCY: _____ Year 2005/2006

Project Title: _____ 12 Month Contract

SUP DISTRICT_____ * This form must be completed for each SUP District

NUMBER OF SERVICE UNITS FOR CASE MANAGEMENT

PROGRAM CATEGORIES	TOTAL
Service Assessment	
Service Plan	
Reassess/Re-advise	
Follow-up Services (Submission of "Exit" Form)	
Client Advocacy	
Individual Counseling	
Group Counseling	
Court Accompaniment	
Restraining Order	
Prep. For Court	
Explain Court Process	
Emergency Food, Shelter, Clothing	
Independent Living Skills	
Parenting Education	
Household Establishment	
Emergency Transportation (GROW clients only)	
DPSS GROW Orientation/ Co-location Outreach	
Shelter Stay (Seven nights (+) Food)	
TOTAL	

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
GROW (General Relief Opportunities for Work Program)

STATEMENT OF WORK
PROJECT OPERATING PLAN

CONTRACT NO:
Amendment No.
Modification No.

AGENCY_____ **YEAR 2005/2006**

PROJECT TITLE:_____ **12 Month Contract**

SUP DISTRICT_____*This form must be completed for each SUP District

NUMBER OF SERIVCE UNITS FOR LEGAL SERVICES

PROJECT CATEGORIES	TOTAL
Court Accompaniment	
Restraining Order	
Preparation for Court	
Explain Court Process	
Child Custody, Support and visitation	
Paternity Matters	
Divorce Matters	
Court Representation	
Emergency Transportation (GROW Clients only)	
DPSS GROW Orientation/Co-location Outreach	
Follow-up Services (Submission of "Exit" Form)	
TOTAL	

Exhibit D

Budget Summary

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work Program

BUDGET SUMMARY PAGE

CONTRACT NO.:
Amendment No.:
Modification No.:

Agency: _____ Year 2005-2006

Project Title: _____ 12 Month Contract

PROJECTED COSTS	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
PROGRAM SHARE	$	$	$	$	$

BUDGET a. Cost Category	b. SUPERVISORIAL DISTRICTS					PROGRAM FUNDED TOTAL ALL SUPs
	1	2	3	4	5	
1. PERSONNEL/ BENEFITS						
2. TRAVEL						
3. SPACE						
4. CONSUMABLE SUPPLIES						
5. EQUIPMENT						
6. OTHER						
TOTAL						

Note: Program Funded total all Sups = TOTAL PROJECT COSTS
Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF THE TOTAL FUNDED AMOUNT.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
GROW Domestic Violence Program
BUDGET JUSTIFICATION

Contract No.
Amendment No.
Modification No.

Agency:_____ Year 2005/2006

Project title:_____ 12 Month Contract SUP District_____ ***This form must be completed for each SUP District**

PROGRAM CATEGORY	SERVICE CLASSIFICATION	# OF CLIENTS	# OF SERVICE UNITS	PRICE PER SERVICE UNIT	TOTAL BUDGET AMOUNT
1.CASE MANAGEMENT	1.1 Service Assessment			$ 50.00	
	1.2 Service Plan			$ 50.00	
	1.3 Client Advocacy			$ 50.00	
	1.4 Reassess / Revise Plan			$ 50.00	
	1.5 Follow- Up Services (Submission of "Exit" Form)			$ 35.00	
TOTAL CASE MANAGEMENT				$	
2. COUNSELING	2.1 Individual Counseling			$ 85.00	
	2.2 Group Counseling			$ 85.00	
TOTAL COUNSELING				$	
3.LEGAL ADVOCACY	3.1 Court Accompaniment			$ 40.00	
	3.2 Restraining Order			$ 40.00	
	3.3 Prep. For Court			$ 40.00	
	3.4 Explain Court Process			$ 40.00	
TOTAL LEGAL ADVOCACY				$	
4.LEGAL SERVICES	4.1 Child Custody, Support, Visitation			$ 200.00	
	4.2 Paternity Matters			$ 200.00	
	4.3 Divorce Matters			$ 200.00	
	4.4 Court Representation			$ 200.00	
TOTAL LEGAL SERVICE				$	
5. TRANSITIONAL SERVICES	5.1 Independent Living Skills			$ 35.00	
	5.2 Parenting Education			$ 35.00	
	5.3 Household Establishment			$ 35.00	
TOTAL TRANSITIONAL SERVICES				$	
6. ADDITIONAL SERVICES	6.1 Emergency Transportation (GROW Clients only)			Not to exceed $500/annually *	
	6.2 DPSS GROW Orientation/Co-location Outreach			$12.00	
	6.3 Shelter Stay (Seven nights (+) Food			$32.00 per 24 hrs.	
TOTAL ADDITIONAL SERVICES				$	
				GRAND TOTAL	

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work

CONTRACT NO.:
Amendment No.:
Modification No.:

BUDGET SUMMARY PAGE

Agency: _____ Year 2005-2006

Project Title: _____ 12 Month Contract SUP District_____ *This form must be completed for each SUP Distric

	DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION	SUP	TOTAL COST OF PROJECT
Personnel		$	
Consultant			
Travel			
Space			
Consumable Supplies			
Equipment			
Other			
	TOTAL	$	

- Program Share = Total Cost of Project
- **TOTAL ADMINISTRATIVE COSTS (Transferred from page 4 of 4) $ _____**
- **Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF THE TOTAL FUNDED AMOUNT**
  Administrative costs need to be reflected in the personnel budget, not the other categories

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work

PERSONNEL BUDGET JUSTIFICATION

CONTRACT NO.:
Amendment No.:
Modification No.:

Agency: _____ Year 2005-2006

Project Title: _____ 12 Month Contract SUP District____* **This form must be completed for each SUP District**

PROJECT PERSONNEL BUDGET

a. Position/Title/Name	SUP	b. Actual Monthly Salary	c. % of Time Employee on this Activity	d. % of Time EE Provides Direct Services	e % Admin Costs (c-d)	f. Number of Persons	g. Months Employed	h. Program Funded Amount
								$
1.							**TOTAL-DIRECT SALARIES**	$
2. FRINGE BENEFITS:	F.I.C.A. (%____) $_____							$_____
	Worker's Comp. (%____) $_____							$_____
	S.U.I. (%____) $_____							$_____
	Pension/Insurance (%____)							$_____
	Health & Welfare (%____) $_____							$_____
								$_____
					Fringe Totals	(%____) $_____		$_____
3. TOTAL OF ALL COSTS							**TOTAL DIRECT PERSONNEL**	$

Note: b x c x f x g = h = Total project cost

c - d = % Admin Cost: Total all positions with Admin Costs Total of all (b x e x f x g) Total All Amin.Costs = $ _____ **(TRANSFER TOTALS TO PAGE 3)**

Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF TOTAL FUNDED AMOUNT

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
(GROW) General Relief Opportunities for Work

CONSULTANT BUDGET JUSTIFICATION

CONTRACT NO.:
Amendment No.:
Modification No.:

Agency: _____

Project Title: _____

Year 2005-2006

12 Month Contract

a. Position/Title/Name (Itemize each consultant)	SUP	b. Hourly Rate	c. Number of Hours per Month	f. Number of Months Employed	e. % of Time Employee on this Activity	f. % of Time Employee Provides Direct Service	g. % Admin Cost (e-f)	h. Program Funded Amount
		$						$
TOTAL OF ALL COST							**TOTAL PERSONNEL**	$

Note: b x c x d = h Total Program Funded Amount: h = Funded Amount GROW is to pay (e-f) = g = % of Admin cost
Total All (b x c x d x g) = Total All Admin Costs

Total All Administrative Cost=$_____ (Transfer Totals to Page 2)
Total amount that GROW will pay for = h = Program Funded Amount

Exhibit E

DEFINITIONS AND GUIDELINES FOR CASE MANAGEMENT SERVICES

GROW Domestic Violence Supportive Services Program
FISCAL YEAR 2005/2006

DEFINITIONS and GUIDELINES for CASE MANAGEMENT SERVICES

DEFINITIONS

Service Units can include any of the following types of services provided to a CalWORKs participant, and/or the participant's children, by a service provider.

CASE MANAGEMENT- Maximum Cost Per Client- $2,000

A. Service Assessment A one-time assessment which identifies and prioritizes the client's service needs, including all referrals necessary to assist the client in overcoming domestic violence barriers to employment and to move toward long-term self-sufficiency.

   Service Unit Allotment: 1 per client

B. Service Plan must be developed to meet the client's identified needs, i.e., the services and referrals required to meet those needs within a specific timeframe (housing, medical, TRO, etc.). The Service Plan must incorporate monitoring of client's progress, including regular review and modification of the Plan if necessary.

   Service Unit Allotment: 1 Service Plan annually

C. Re-assess/Re-advise Follow-up services, once client finishes receiving domestic violence services or stops participating in their Service Plan, should assess if additional services are necessary. A re-assessment of the existing Service Plan will be conducted to accommodate unforeseen emergencies or successful early completion of goals. Participant will then be advised of any changes in the original Service Plan.

   Service Unit Allotment: 1 per Re-assessment/Re-advisement, not to exceed four. It can be completed on a quarterly basis

D. Client Advocacy Case Managers will coordinate the delivery of all supportive services needed by client, and will work closely with client, other community-based service providers, DPSS and other CalWORKs staff to meet client's needs.

   Advocacy includes:

1. Telephone calls to/from DPSS to assist in accessing benefits

2. Crisis intervention:

    a) Interface with law enforcement and hospital personnel in response to incident reports of domestic violence

    b) Information and referral to appropriate community agencies and resources (emergency shelters, counseling, transitional housing, transportation, etc.)

    c) Detailed safety planning for clients in and out of abusive relationships

3. Emergency Assistance:

    a) Food resources
    b) Clothing and toiletries
    c) Motel vouchers
    d) Transportation to shelter (provision of bus tokens, funds designated for
    taxi-cabs, bus route information)

4. Walk-in Center in community to be served:

    a) Walk-in center must be open during business hours, 8 am to 5 pm, Monday through Friday

    b) If there is no walk-in center, there must be a community site at which outreach and counseling are provided and it must be open 8 am to 5 pm, Monday through Friday

5. Notification of family and/or employer of victim status if necessary

6. Maintain community contacts and provide education to community about domestic violence issues

7. Sensitivity to domestic violence issues among teenagers, elders, gays, lesbians, persons of color, the disabled, and other diverse populations

8. Referral of clients to domestic violence related services with specialists in their respective languages, including crisis shelters and counselors

9. Healthcare Referrals:

a) Collaboration and participation in cross-training with local healthcare providers with regard to assessment of domestic violence related injuries and mandatory health reporting policies

b) Deployment of domestic violence specialists to emergency rooms and/or

c) Crisis hotline intervention

10. Mental Health:

a) Referrals to clinicians with appropriate domestic violence training

b) Assess client's bio-psycho-social needs, including assessment of drug and alcohol abuse problems, depression, post-traumatic-stress disorder, and make appropriate referrals

11. Substance Abuse Services:

a) Provide referrals to treatment programs (in-patient and out-patient), local 12-step-based meetings in client's area

b) Provide information/referrals to domestic violence programs that address substance-abusing victims of domestic violence

Service Unit Allotment: 1 per each 60-minute interval

E. <u>Individual Counseling</u>: Individual counseling or family counseling (crisis or non-crisis) for adults, teens or children (3 years old and above or are able to verbalize):

a) Provided by licensed, non-licensed clinicians or a paraprofessional with demonstrated knowledge of the dynamics of domestic violence and direct- practice experience working with domestic violence victims and families

b) Counselors must have completed a mandatory 40-hour domestic violence counselor training

c) Non-licensed clinicians can include student interns from social work, psychology masters programs, MSW, MFCC, Master of Psychology, or MFCC degree holders working toward licensure

d) Family counseling is a structured counseling session with family member, i.e. victim and children, excluding the batterer

e) All non-licensed clinicians must be regularly supervised by one of the following licensed clinicians: LCSW, PhD in Psychology, Psychiatrist or Psychiatric RN

f) Mandatory reporting laws regarding harm to self and others are observed

g) Counselors will provide safety planning tools and assistance for all clients

Service Unit Allotment: 1 per each 60-minute interval

F. Group Counseling: Peer group support counseling for adults, teens or children (3 years old and above):

a) Provided by licensed, non-licensed clinicians or a paraprofessional with demonstrated knowledge of the dynamics of domestic violence and direct practice experience working with domestic violence victims and families

b) Counselors must have completed a mandatory 40-hour domestic violence counselor training, and be supervised by professional counseling staff

c) Groups are client-driven, supportive, non-judgmental, empowering and confidential

d) Mandatory reporting laws regarding harm to self and others are observed

e) Counselors will provide safety planning tools and assistance for all clients

Service Unit Allotment: 1 per each 60-minute interval

G. Court Accompaniment Advocate will accompany client to court and will provide support and information about court procedures. (Advocates may not speak on behalf of client before the court.)

Service Unit Allotment: 1 per each 60-minute interval (travel time may be included if client is being transported to court by the agencies)

H. Emergency Food, Shelter and Clothing

1. An emergency crisis shelter for domestic violence victims and their children, operating 24 hours a day, seven days a week and providing housing, food and clothing

    a) The food is emergency only and does not count towards feeding those in shelter during their stay.

    b) If the client is in emergency shelter you may count up to the first seven (7) days.

Service Unit Allotment: 1 per each item

I. <u>Independent Living Skills Education</u>

a) Healthy relationship building skills, including birth control and Safe-sex practices

b) Healthy coping skills, including exercise, reading, utilizing crisis hotlines, developing personal hobbies, reaching out to friends and family, accessing counseling services as needed

c) Assistance in obtaining educational credentials, i.e. GED, driver education, and other work-related activities

d) Ability to access vital resources through role-playing, direct advocacy: social services, healthcare, education, housing, transportation

e) Preparing healthy meals

f) Appropriate professional attire, communication, problem solving skills

g) Anger management

h) Assist in obtaining school loans, scholarships and/or other funding for educational purposes

i) Assist in developing a family budget

j) Assist in developing a long-term financial plan, leading to self-sufficiency

Service Unit Allotment: 1 per session

J. <u>Parenting Education</u>

a) Non-violent parenting skills

b) Teaching children about home and personal safety, i.e. dialing 911

c) Techniques for teaching children about sex

d) Assisting children with homework, encouraging educational family activities, i.e. reading aloud

e) Providing educational toys, books, outings, accessing library

f) Accessing free, or low-cost extra-curricular activities for children

g) Healthy coping skills for parents

h) Specialized groups for victims of domestic violence

Service Unit Allotment: 1 per session

K. <u>Household Establishment Skills Education</u>

a) Planning, purchasing and preparing of nutritional meals

b) Banking and financial planning

c) Keeping a savings and checking account

d) Household budgeting

e) Scheduling child care, transportation, doctors' appointments, counseling

f) Household furnishings

g) Financial assistance for housing

h) Assess client safety and assist client in developing safety plan, including contact with batterer, i.e. visitation

i) Information/referrals for obtaining home-safety devices, i.e. locks, alarm system, unlisted phone numbers and addresses, safety deposit boxes for important documents

j) Safety planning at place of work; client may volunteer, work part-time, attend school/job training in anticipation of finding work

k) Coordinate housing outside the shelter: Section 8 housing, apartments, other independent living or family housing

Service Unit Allotment: 1 per session

L. Emergency Transportation Funds are intended to provide **GROW** clients and their minor children with taxi fare for safe transportation to and from locations where domestic violence survivors may be vulnerable to attack from their batterers. An agency-owned vehicle may be used to transport clients (mileage only) (i.e. picking up a victim from a DPSS office).
Service Unit Allotment: 1 per each one-way trip

M. DPSS - GROW Orientation/Presentation

Agencies will be required to do outreach in GROW offices, including presentation at GROW Orientations and GROW staff meetings.

Service Unit Allotment: 1 per each 60- minute interval

ADDITIONAL INFORMATION AND GUIDELINES

New Client (Adult) Individual who entered GROW Supportive Services Program within the current funding cycle of July 1 2004 through June 30, 2005, and is receiving a comprehensive package of domestic violence services, as required by the GROW Case Management/Legal Services contract.

All clients receiving services under the GROW Domestic Violence Supportive Services contract must have a client file for review upon the monitor's request. The client file must contain adequate documentation stating that the. Eligibility forms must be submitted to DPSS, within 45 days of obtaining the client's signature.

If a client terminates and re-enters the program, they may be counted as a "new unduplicated" client within 90 days of exiting the program.

If a client requires additional services, due to extenuating circumstances which exceed the maximum case management cost per client of $2,000, a provider may render those services, only if the client is GROW eligible and prior approval has been granted by CSS.

Continuing Client Individual who has entered the GROW Supportive Services Program in the previous funding cycle, and is still receiving a comprehensive package of domestic violence services.

If a client terminates and re-enters the program, they may be counted as a "continuing" client. Continuing clients will be allowed to be counted towards the "total" number of clients served.
40-hours of Domestic Violence Certification Training is mandatory for staff of all agencies providing GROW supportive services. Training must be accomplished within

three (3) months of hire, provided by a CSS training entity. Training curriculum must contain components as required by the *California Evidence Code Section 1037.1(a).*

Case Management Service Unit Allotments
Service units may only be counted by whole numbers.

Category	Service Unit Allotment
Service Assessment	1 per client
Service Plan	1 per Service Plan annually
Re-assess/Re-advise Service Plan	1 per Re-assessment, not to exceed 2
Advocacy	1 per each 60 minute interval
Individual Counseling	1 per each 60 minute interval
Group Counseling	1 per each 60 minute interval
Court Accompaniment	1 per each 60 minute interval
Emergency Food, Shelter, Clothing	1 per night for up to seven (7) days in emergency shelter
Independent Living Skills	1 per session
Parenting Education	1 per session
Household Establishment Skills	1 per session
Emergency Transportation	1 per session
Co-location 1 per 60 minutes	

ATTACHMENT F

DEFINITIONS AND GUIDELINES FOR LEGAL SERVICES

GROW Domestic Violence Legal Supportive Services Program
Fiscal Year 2005/2006

LEGAL SERVICES DEFINITIONS AND GUIDELINES

Legal Services agencies must incorporate the following criteria in all services provided.

- *Collaboration with local community domestic violence supportive services may include membership on domestic violence councils, task forces, coalitions, networks, etc.*
- *Sensitivity to dynamics of domestic violence, cross-training with shelter-based* domestic violence experts.
- *40-hour mandatory Domestic Violence Certification Training, as required by California Evidence Code Section 1037.1(a)*

LEGAL SERVICES – Cost per client $2,000

A. LEGAL ADVOCACY SERVICES

Legal Advocacy Services involve the provision and coordination of legal services to GROW participants. In addition, legal service providers must implement written procedures, for the referral of a participant to domestic violence case management services.

B. QUALIFICATIONS OF STAFF

All legal advocates must have knowledge of the dynamics of domestic violence victims and families. Legal service providers must have qualified staff providing domestic violence legal services to GROW participants. All agencies must have at least one licensed attorney as part of the program staff. This position may not be contracted out by the legal service agency. Paraprofessional legal advocates must receive supervision by licensed legal services professional.

C. LEGAL ADVOCACY

Legal advocates proposing to provide comprehensive services must integrate the following criteria for each CalWORKs participant as needed:

1. Preparation of a Temporary Restraining Order (TRO) under the Domestic Violence Protection Act (DVPA) or through other family law actions.

2. Court accompaniment of client to family law, immigration and/or civil courts to provide support and information.

3. Preparing domestic violence victims for testimony at trial.

4. Explaining the basic background of the American court system procedures.

D. COORDINATION OF SERVICES INCLUDE:

a) Referrals to domestic violence case management services and to appropriate community agencies and resources (rape treatment centers, battered women's shelters, individual and family counseling centers, Medi-Cal, Department of Public Social Services (DPSS), transportation services, etc.).

b) Agency must establish itself as an active participant in the local social service network.

c) Troubleshooting with Department of Public Social Services (DPSS) staff.

E. CO-LOCATION/ OUTREACH:

a) Legal agencies will be required to do outreach in GROW offices, including presentations at GROW Orientations and GROW staff meetings.

F. Legal Services:

a) Divorce Matters: Helping client to file and obtain a divorce, as well as resolving issues, which include, but are not limited to spousal support, division of property, custody and support of children, and the filing of a restraining order.

b) Paternity Matters: Helping a client to establish paternity of the children, as well as other related issues, i.e. child support, custody and visitation.

c) Restraining Orders

1) Restraining order services also include access to Emergency Protective Orders (EPO), usually obtained by law enforcement at scene of incident and valid for 5 court days or Temporary Restraining Order (TRO), usually valid for 3 weeks, until hearing or disposition of case.

d) Custody and Visitation Orders: Involves helping client resolve issues that affect their children, i.e. money, physical and/or legal custody and visitation.

G. IMMIGRATION LAW SERVICES WILL BE LIMITED TO PETITIONS FILED UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA) AND THE IMMIGRATION MARRIGE AND FRAUD ACT (IMFA):

a) Immigration Matters: Involves helping clients to stabilize immigration status and assist with other immigration issues, which include, but are not limited to, filing petitions under VAWA or IMFA and obtain work authorization.

b) English as a Second Language (ESL) Matters: Involves the referral of immigrant battered clients to domestic violence related services with specialist in their respective languages, including crisis shelters and counseling.

H. ADDITIONAL LEGAL ADVOCACY SERVICES

a) Working with deputy city attorneys in various capacities to assist them in effectively prosecuting domestic violence cases.

b) Preparing stay away orders for bench officers, maintaining log of issued orders and providing copies to victims.

c) Working with the courts and Victim-Witness Assistance to assist victims and witnesses in obtaining State Victim Compensation—restitution, compensation for medical bills, counseling services, court fees, burial services, property return and arranging for travel.

d) Providing courts, law enforcement, and city and county attorneys with ongoing information about available domestic violence counseling programs and services.

e) Support services for elderly, disabled, and child domestic violence victims.

ADDITIONAL INFORMATION AND GUIDELINES

New Client (Adult) Individual who entered the GROW Supportive Services Program within the funding cycle of July 1, 2004 through June 30, 2005, and is receiving a comprehensive package of domestic violence services as required by the GROW Case Management/Legal Services Contract.

All Clients receiving services under the GROW Domestic Violence Supportive Services contract must have a client file for review upon the monitor's request. The client file must contain adequate documentation stating that the client is a GROW participant. The APB 127 must be included in all client files. Eligibility forms must be submitted to DPSS, within 5 days of obtaining the client's signature.

If a client requires additional services, due to extenuating circumstances which exceed the legal services cost per client of $2,000, a provider may render those services, only if the client continues to be GROW eligible and prior approval has been granted by CSS.

Continuing Client Individual who has entered the GROW Supportive Services Program in the previous funding cycle, and is still receiving a comprehensive package of domestic violence services.

If a client terminates and re-enters the program, they may be counted as a "continuing" client. Continuing clients will be allowed to be counted towards the "total" number of clients served.

40-hours of Domestic Violence Certification Training is mandatory for staff of all agencies providing GROW supportive services. Training must be accomplished within three (3) months of hire, provided by a CSS-approved training entity. Training curriculum must contain components as required by the *California Evidence Code Section 1037.1(a)*

Legal Services Unit Allotments – Service Units may only be counted by whole numbers.

Category	Service Unit Allotment
Court Accompaniment	1 per each 60 minutes
Restraining Order	1 per each 60 minutes
Preparation for Court	1 per each 60 minutes
Explanation of Court Process	1 per each 60 minutes
Child Custody, Support, Visitation	1 per each 60 minutes
Paternity Matters	1 per each 60 minutes
Divorce Matters	1 per each 60 minutes
Immigration Matters	1 per each 60 minutes

EXHIBIT G

AUDITOR CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

ACCOUNTING SYSTEM

2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The

Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursement without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX,

department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

- A Chart of Accounts shall be maintained:

  The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.

- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.

- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - accrual period
  - gross pay
  - itemized payroll deductions
  - net pay amount
  - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 <u>Payments to Affiliated Organizations or Persons</u>

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization, corporation, partnership, association, etc.) will be considered affiliated purpose of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – numerically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all

related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

If the bookkeeper signs checks, a second signature shall be required on the checks.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the canceled checks.

Unclaimed or undelivered checks shall be canceled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR,

should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.2 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.3 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allowable Costs

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include

salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs.

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Allocation Base Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitation; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

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Inter Director

GENERAL RELIEF OPPORTUNITIES FOR WORK(GROW)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2005/06
CONTRACT NO._____ AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day of _____ by and between the **COUNTY OF LOS ANGELES**, herein after referred to as the **"COUNTY"** and _____; hereinafter referred to as the **"CONTRACTOR"**.

WHEREAS, the parties hereto have previously entered into a GROW Domestic Violence Supportive Services Program FY 2005/2006 contract for the period July 1, 2005 through June 30, 2006 for an amount not to exceed **$**_____ ;

WHEREAS, the parties desire to amend this Contract and its Exhibits in accordance with the terms and conditions as set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

I. **CONTRACT FUNDING** is amended as follows:
COUNTY shall reimburse CONTRACTOR n amount not to exceed **$**_____ during the full period of the Contract. Payments to CONTRACTOR shall be from the DPSS General Fund budget FY2005/2006 as follows:

An amount of $_____, will be [ ] increased to [ ] decreased from, the original amount as specified in Exhibit D-1 for supplying services indicated in Exhibit C-1;

II. **EXHIBITS C-1 AND D-1 SCOPE OF WORK / PROJECT BUDGET**
The attached Exhibits C and D are the ongoing Exhibits C and D of the Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, has caused this Amendment to be subscribed by the Director of Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year written above.

The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES
Community and Senior Services

By _____
Cynthia D. Banks, Chief Deputy

APPROVED AS TO FORM:
OFFICE OF THE COUNTY
COUNSEL

By _____
Deputy

_____
Agency's Legal Name (Print or Type)

By _____
Title (Print or Type)

_____
Authorized Signature

_____
(Print or Type Name)

_____
Date

GROW 2005-/06 Amend Inc./Dec Rev. 4-26-05
Copies Required: 2 Originals, 3 Copies along with appropriate Exhibit Forms