CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

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

May 15, 2007

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 AND AMENDMENTS TO EXTEND THE GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) DOMESTIC VIOLENCE (DV) SUPPORTIVE SERVICES PROGRAM FOR FISCAL YEAR (FY) 2007-08 (ALL DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the General Relief Opportunities for Work (GROW) Domestic Violence Supportive Services Program in the amount of $334,000 to be used for currently funded service providers as indicated on Attachment I, for a contract extension of twelve (12) months, beginning July 1, 2007 through June 30, 2008.

2. Delegate authority to the Director of CSS, or designee, to execute contract amendments substantially similar to the enclosed amendment (Attachment II) with the eight service providers indicated on Attachment I in the amounts indicated for the continued provision of the GROW Domestic Violence Supportive Services program for twelve (12) months, effective July 1, 2007 through June 30, 2008.

3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 15% of the original contract amount; (b) approvals of County Counsel, the Chief Administrative Office (CAO), and the Department of Public Social Services (DPSS) are obtained prior to any such amendment; and (c) the 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

On June 20, 2006 your Board delegated authority to the Director of CSS to execute contracts for the continued provision of the GROW Domestic Violence Supportive Services program beginning July 1, 2006 through June 30, 2007.

Currently, the service providers' contracts for the program expire on June 30, 2007. Because CSS is merging the CalWORKs Domestic Violence Supportive Services Program with the GROW Domestic Violence Supportive Services program, which affects CSS' administration of the program including the competitive bidding process, renewal of the Memorandum of Understanding (MOU) between CSS and DPSS, and monthly reporting and invoicing, we are requesting a one-year extension to institute changes to numerous policies and practices currently in use.

The recommended action will allow CSS to continue operation of the GROW Domestic Violence Supportive Services program for FY 2007-08. This program provides case management, counseling, emergency and transitional shelter, legal and other services to GROW participants and assists 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.

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 extension for the period July 1, 2007 through June 30, 2008 is $334,000 and will be used for the eight domestic violence service providers listed on Attachment I. The GROW Domestic Violence Supportive Services program is financed by the County General Fund. Funding for these services is included in the department's FY 2007-08 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire June 30, 2007. CSS will release a RFP by September 2007 to solicit applicants to provide domestic violence related services to CalWORKs and GROW participants for a three-year funding cycle covering the period July 1, 2008 through June 30, 2011. As this program operates through funding from the County General Fund, which limits contracts to a three-year funding cycle, CSS obtained approval from DPSS to extend contracts with the current providers for an additional one-year period, July 1, 2007 through June 30, 2008.

On June 20, 2006, your Board approved GROW Domestic Violence Supportive Services funding allocations for the period July 1, 2006 through June 30, 2007, 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.

There is a MOU between CSS and DPSS to provide GROW Domestic Violence Supportive Services to GROW participants. Subject to availability of funding and CSS' acceptable level of performance as evidenced in DPSS' monitoring under this MOU, the MOU is renewed each year by completing an amendment to include the new FY budget. There is no impact on County general funds.

The CAO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved the amendment as to form.

CONTRACTING PROCESS

All agencies being recommended for funding were successful in the RFP process conducted by CSS in March 2004. A total of eight 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-services contract and all providers are required to submit outcome measures associated with the completion of tasks in the statement of work. CSS contractors will be monitored quarterly for programmatic contract compliance through the CSS Contract Compliance Division. Fiscal compliance monitoring will be conducted biannually by an approved vendor procured through the Auditor-Controller.

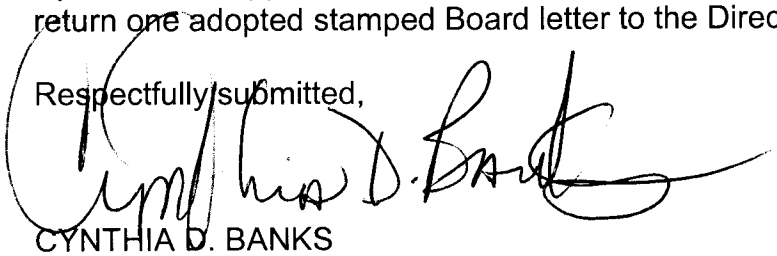
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the GROW Domestic Violence Supportive Services Program will allow agencies to provide domestic violence supportive services to GROW participants that 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.

CONCLUSION

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

Respectfully submitted,



CYNTHIA D. BANKS
Director

CB:CD:cf

Attachments (2)

c: David E. Janssen,
Raymond G. Fortner, Jr.
Sachi A. Hamai
J. Tyler McCauley
Philip Browning

ATTACHMENT I

GROW DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FY 2007-08 FUNDING RECOMMENDATIONS

Agency	Funding Recommendation
1736 Family Crisis Center	$ 38,000
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.	$ 38,000
Prototypes, A Center for Innovation in Health, Mental Health, and Social Services	$ 80,700
Santa Anita Family Service	$ 13,800
TOTAL	**$334,000**

Contract No._____
Amendment No._____1_____

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
GROW DOMESTIC VIOLENCE PROGRAMS
AMENDMENT NO. ONE TO CONTRACT NO._____
FISCAL YEAR 2007-2008

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES GROW DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND **«AGENCYNAME»** ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON June 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. **«ContractNumber»**, HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and **«ContractorName»**, hereinafter referred to as "CONTRACTOR."

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

WHEREAS, COUNTY has authority to provide domestic violence services pursuant to Assembly Bill (AB) 1542, Chapter 270, Statues of 1997 All County Information Notice 1-51-97.

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing case management, counseling, emergency and transitional shelter, legal and other services to GROW participants, assisting them in overcoming barriers to employment and moving toward self-sufficiency, and;

WHEREAS, on XXXXXXXXXXXX, the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) for twelve (12) months, commencing July 1, 2007 through June 30, 2008; and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of case management, counseling, emergency and transitional shelter, legal and other services to GROW's participants; and

WHEREAS, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to increase such services is currently available; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the foregoing, effective June 30, 2007, the Contract is amended as follows:

I. TABLE OF CONTENTS, Exhibit B-1, Statement of Work Addendum 1 is added.

II. TABLE OF CONTENTS, Exhibit C-1, Budget Addendum 1 is added.

III. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.1 is amended to read as follows:

1.1 This Contract and any and all amendments and exhibits thereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, and "Contract Modifications/Amendments" and signed by both parties.

IV. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Exhibit A, Mandated Program Requirements and any addendum thereto; 3) Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum,1 and any addendum thereto; 4) Exhibit C, Budget, Exhibit C-1, Budget Addendum 1, and any addendum thereto; 5) Exhibit D,

Pricing Schedule and any addendum thereto; 6) Exhibit E, Performance Requirements Summary (PRS) Chart; 7) Exhibit F, Attachments, according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure
Attachment XIV.	CONTRACTOR'S Obligation As a "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPPA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form

V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

1.5 (A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Statement of Work Addendum 1.

VI. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:

1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Statement of Work Addendum 1.

VII. Part I: Unique Terms and Conditions, Section 2.0, Term and Termination, Subsection 2.4 is added to read as follows:

2.1 This Contract shall be extended for twelve (12) months, commencing July 1, 2007 through June 30, 2008, in so far as funding is available and unless terminated earlier or extended, in whole or in part, as provided in this Contract.

VIII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:

3.1 COUNTY and CONTRACTOR agree that this is a fixed fee for service contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Statement of Work Addendum 1.

IX. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.1 is added to read as follows:

3.3.1 The maximum total Contract Sum for the twelve (12) month period commencing July 1, 2007 through June 30, 2008 is $**«NewAmount»** (Written K Amount dollars), hereinafter referred to as the "Maximum Contract Sum".

X. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget, and any addendum thereto, is attached and incorporated by reference herein as Exhibits C, Budget, and C-1, Budget Addendum 1. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

XI. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder, CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, Budget, and Exhibit C-1, Budget Addendum 1. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be in accordance with Exhibit C, Budget and Exhibit C-1, Budget Addendum 1.

XIII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Statement of Work Addendum 1, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

XIV. Part II: Standard Terms and Conditions, Section 24.0, Contractor's Work, Subsection 24.1 is amended to read as follows:

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, and Exhibit A, Mandated Program Requirements.

XV. Exhibit B-1, Statement of Work Addendum 1, an addendum to Exhibit B, is added and attached as Attachment 1.

XVI. Exhibit C-1, Budget Addendum 1, an addendum to Exhibit C, is added and attached as Attachment 2.

All other terms and conditions of the Contract shall remain in full force and effect.

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COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director Date
Community and Senior Services
County of Los Angeles

CONTRACTOR

_____
Contractor's Name (Print or Type)

By _____
Authorized Signature Date

Name _____
(Print or Type)

Title _____
(Print or Type)

_____
Contractor's Corporation/LLC

By _____

Authorized Signature Date

Name_____

(Print or Type)

Title_____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,

County Counsel

BY _____
Janice Kasai, Deputy County Counsel