ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

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

July 1, 2003

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:

DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM
FISCAL YEAR 2003-2004 FUNDING RECOMMENDATIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the funding of 19 service providers for the 23 Domestic Violence Emergency Shelter Programs (DVESP), as indicated on Attachment I, in equal amounts of $70,000 each, for a total of $1,610,000, effective July 1, 2003 through June 30, 2004.

2. Authorize the Director of Community and Senior Services (CSS) or his designee to negotiate and execute contracts in substantially similar form to Attachment II with the 19 service providers indicated on Attachment I for provision of domestic violence emergency shelter services, after County Counsel approval, effective July 1, 2003 through June 30, 2004. The FY 2003-04 contract costs are fully financed using the Domestic Violence Program Trust Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended actions will allow the Department to continue administration of the DVESP to provide emergency shelter to victims of domestic violence residing in Los Angeles County.

The DVESP provides victims of domestic violence and their children with crisis intervention services that will allow their safety and survival and assists them in moving toward self-sufficiency.

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

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Program Goal of Children and Families' Well Being.

FISCAL IMPACT/FINANCING:

A special fee of $23 per marriage license issued and one-third of fines collected from convicted batterers are deposited into the Domestic Violence Program Trust Fund, which is used to finance the DVESP. The estimated FY 2003-04 cost of this program is $1,800,000 and is distributed as follows:

• Contracted Shelters	$ 1,610,000
• CSS (for administrative costs)	$ 144,000
• Contingency (for unexpected program needs)	$ 46,000
	$ 1,800,000

There is no impact on the County general fund as the DVESP is fully financed by the Domestic Violence Program Trust Fund. Funding has been included in the Department's FY 2003-04 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 4, 1980, the Governor signed into law SB1246 (Presley) which increased the fee for each marriage license issued by $8 and authorized the deposit of this increase into a separate Domestic Violence Program Trust Fund to be administered by the County. Since 1980, the fee has increased to $23 per license.

Additionally, in 1995 SB169 amended Penal Code Section 1203.097 allowing the courts to deposit one-third of the fines collected from convicted batterers into the Domestic Violence Program Trust Fund.

A total of $1,610,000 will be allocated to 23 Domestic Violence Emergency Shelter Programs in equal amounts of $70,000 each. The Domestic Violence Council concurs with the recommended equal funding formula. In addition, the Domestic Violence Emergency Shelter program was established to serve victims and their children countywide who are in need of services in a safe, confidential location. Each program recommended for funding serves all areas of the County.

CONTRACTING PROCESS:

On April 7, 2003, CSS issued a Request for Proposals (RFP) soliciting service providers for the Domestic Violence Emergency Shelter Program for the period July 1, 2003 through June 30, 2004, with an option to renew annually for an additional two years. An RFP announcement was also posted on the County's Office of Small Business website. A total of 25 proposals were received from 21 agencies. Twenty-three programs successfully passed the RFP process and are being recommended for funding. Of the twenty-three programs, Southern California Alcohol and Drug Program/Angel Step Inn opened a new emergency shelter in the Whittier area that will add eleven more emergency beds countywide for a total of 698. Two agencies, Ward Family Life Program, Inc., and Restore, a Renewal Center for Women, Inc., did not meet the program criteria.

IMPACT ON CURRENT SERVICES:

The recommended actions will allow CSS to administer the Domestic Violence Emergency Shelter Program to provide services to approximately 3,200 victims of domestic violence and their children in FY 2003-04.

Respectfully submitted,

Robert Ryans

ROBERT RYANS
Director

Attachments (2)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
Tyler McCauley

ATTACHMENT I

DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM
FUNDING RECOMMENDATIONS
FY 2003-04

AGENCY	AMOUNT RECOMMENDED
1736 Family Crisis Center / Emergency Shelter-Hermosa Beach	$ 70,000
1736 Family Crisis Center / Emergency Component Second Step Shelter- Los Angeles	$ 70,000
1736 Family Crisis Center / Emergency Component Second Step Shelter- Redondo Beach	$ 70,000
Antelope Valley Domestic Violence Council / Valley Oasis Shelter	$ 70,000
Association to Aid Victims of Domestic Violence (AAVDV) / Santa Clarita Shelter	$ 70,000
Center for the Pacific-Asian Family, Inc. / CPAF Domestic Violence Shelter	$ 70,000
Chicana Action Service Center / East Los Angeles Bilingual Shelter	$ 70,000
Chicana Service Action Center / Free Spirit Shelter	$ 70,000
Haven Hills, Inc. / Haven Hills Crisis Center	$ 70,000
Haven House, Inc. / Haven House	$ 70,000
House of Ruth, Inc. / House of Ruth	$ 70,000
Jenesse Center, Inc. / Jenesse Center	$ 70,000
Jewish Family Services of Los Angeles / Tamar House (Family Violence Project)	$ 70,000
Ocean Park Community Center / Sojourn Services For Battered Women and Their Children	$ 70,000
Peace and Joy Care Center	$ 70,000
Rainbow Services, Ltd. / Rainbow House	$ 70,000
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn East Los Angeles Shelter	$ 70,000
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn – Whittier Emergency Shelter	$ 70,000
Su Casa Family Crisis and Support Center	$ 70,000
Women's and Children's Crisis and Support Center	$ 70,000
WomenShelter of Long Beach	$ 70,000
YWCA of Glendale / Glendale Domestic Violence Project	$ 70,000
YWCA of San Gabriel Valley / WINGS	$ 70,000
TOTAL	**$ 1,610,000**

Attachment II

Contract #_____

DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 200___.

Between

COUNTY OF LOS ANGELES, (hereinafter referred to as "County"),

and

(hereinafter referred to as "Contractor")

WHEREAS, the COUNTY has created a County Domestic Violence Program Special Fund pursuant to Section 18304 of the California Welfare and Institutions Code and has collected revenue for the Fund through the marriage license fees designated for such use by Section 18305 of the Welfare and Institutions Code as amended;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services to victims of domestic violence as specified in Section 18294 of the California Welfare and Institutions Code;

WHEREAS, the CONTRACTOR desires to participate in aid 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 is equipped, staffed and prepared to 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, for and in consideration of the foregoing premises the parties hereto agree as follows:

1. AGREEMENT: This Agreement consists of this document, Appendices, and Exhibit "A", Application.

2. CONTRACT ADMINISTRATION: The Director of Community and Senior Services (hereinafter known as CSS) of the County, hereinafter called The Director, or his designee, shall have full authority to act for the County in the administration of this Contract.

3. DEFINITIONS: Hereinafter the following terms will be used.

   A. Community and Senior Services of Los Angeles County will be referred to collectively as "CSS".

   B. The Director of Community and Senior Services will be referred to as the "COUNTY PROGRAM DIRECTOR".

   C. The State Department of Health Services will be referred to as the "STATE".

   D. The California Welfare and Institutions Code and the Health and Safety Code will be referred to collectively as the "CODES".

   E. The Domestic Violence Emergency Program will be referred to as the "PROGRAM".

   F. The Domestic Violence Program Special Funds will be referred to as the "FUND".

4. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect to and including

_____, upon successful contract performance and availability of funds.

5. MAXIMUM OBLIGATION OF COUNTY: During each fiscal year or portion thereof that this Agreement is in effect, the Maximum Obligation of County shall reimburse CONTRACTOR from the Program Special Fund as specified in Exhibit B for supplying services as indicated in Exhibit A in the amount not to exceed $_____. In no event shall this CONTRACT give rise to a charge on any other funds of the COUNTY.

---

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(s): Notwithstanding any other provision of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purposes hereof are received by the County from State and subsequently are appropriated by County's Board of Supervisors.

County shall not be obligated for services hereunder performed during any of County's future fiscal years unless and until funds are received from the State and County's Board of Supervisors subsequently appropriates funds for services hereunder for each such future fiscal year.

7. CONDUCT OF PROJECT:

A. The CONTRACTOR shall abide by all terms and conditions imposed required by the grant from the COUNTY and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the STATE.

B. The CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by the COUNTY, operate and conduct this program, hereinafter referred to as the "PROGRAM", in accordance with the documents which are part of this Contract.

C. The CONTRACTOR shall comply with all applicable Federal, State and local laws, rules and regulations, codes, guidelines, procedures, and standards promulgated thereunder.

D. In the event that STATE codes, rules and regulations, guidelines, procedures and standards are amended at any time subsequent to the making of this CONTRACT, COUNTY PROGRAM DIRECTOR, or his designee, shall appropriately notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such

amendments, in which case this CONTRACT may be terminated in accordance with State law, and Section 10 of this Contract. In this event, the CONTRACTORS'S personnel policies and the COUNTY'S Civil Service rules and ordinances, will also be taken into consideration by the COUNTY.

E. Termination of the CONTRACT under this provision shall not be deemed to continue the obligation of the CONTRACTOR to serve persons who would have received services under this Contract.

8. CASH AND/OR IN-KIND MATCH: The CONTRACTOR shall make a cash and/or in-kind match from non-State sources in an amount equal to, or more than, twenty (20) percent of the amount of the PROGRAM funds as specified in Exhibit B, Project Budget.

9. METHOD OF COMPENSATION: Subject to availability of funding, the County agrees to make payments to Contractor under the following conditions.

A. Payment

1. Advance Payment

At the sole discretion of the County, Contractor may be paid in advance, upon execution of the contract, in an amount not to exceed one-sixth (1/6) of the total annual contract award. Such amount will be deductible from Contractor's subsequent reimbursement payment over several months as determined by the County.

2. Monthly Payment

Payments shall be made only after receipt, review and approval of invoices by COUNTY PROGRAM DIRECTOR, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. Invoices and any necessary supporting documentation required by COUNTY PROGRAM DIRECTOR or his designee shall be submitted to CSS no later than the fifth calendar day of the month.

3. Request for Final Payments

The County reserves the right to withhold 10% of the contract amount or the final request for payment, whichever is greater, on a completed project until certification completion is issued by CSS. Such certification shall not replace or supersede the final audit report.

B. Commingling of Funds

Funds allocated pursuant to this CONTRACT shall be used exclusively for costs included in Exhibit B, Project Budget. CONTRACT funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-profit activities. CONTRACT funds shall not be commingled with any other monies of CONTRACTOR. All non-governmental agencies shall establish a separate bank account for CONTRACT funds paid herein unless a written waiver is obtained from the COUNTY.

10. AUTHORITY TO BIND CONTRACTOR: Before the receipt of a fully executed copy of this Contract, Contractor shall furnish to County Program Director, or his designee, a written list of persons duly authorized to execute, on behalf of Contractor, agreements, contracts, modifications to contracts, or other documents as may be required by County Program Director or his designee.

11. SUSPENSION/TERMINATION: This Agreement may be immediately suspended by the County at any time, by the Director or his designee upon the giving of written notice to the Contractor. Notice of such suspension shall include the cause for suspension and the effective date and period of the suspension. The suspension shall not exceed a period of sixty (60) calendar days and the Contractor agrees to suspend program operations for the period of the suspension. The Agreement may be suspended for cause or no cause if determined to be in the best interest of the program to protect funds or protect the health, safety, and welfare of participants.

This Agreement may be canceled or terminated by either party for any or no reasons at any time by giving at least thirty days written notice to the other. This Agreement may also be terminated by the County at any time whenever the County determines that the Contractor has materially failed to comply with the terms of this Agreement. Notice of such termination shall be served upon Contractor in writing, and shall specify the effective date of such cancellation in the notice.

The County may immediately terminate this Agreement if the County determines that the Contractor has failed to initiate delivery of service within thirty days of the commencement date of this Agreement or if County determines that funds are not available for this Agreement or for any portion hereof.

In the event of termination of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall:

A. Use its best efforts to eliminate or minimize all continuing or new costs or expenses under this Agreement.

B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

C. Notify all other parties who are subcontractors of the Contractor of such termination within five (5) business days of receipt of Notice of Termination.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of the County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately. County's failure to exercise this right to terminate or impose corrective sanctions shall not constitute waiver of such right which may be exercised at any subsequent time.

12. CONTRACTOR'S PERFORMANCE/REALLOCATION OF FUNDS:

A. Contractors are expected to perform at optimum capacity in meeting contractual commitments. Contractor shall by the end of the second quarter, following beginning of a funding cycle, achieve a seventy-five percent (75%) of monthly contract commitment through the end of the fiscal year.

If Contractor provides less than seventy-five percent (75%) of the total contracted units of measurement in any month, the County, at its discretion, may require that the contract be renegotiated to more accurately reflect the actual levels of service or the County may terminate the contract.

B. The department reserves the right to reduce contract amount if quarterly monitoring indicates that the rate of reimbursement represents less than seventy-five percent (75%) as applicable to section A of preceding. In the event of money underutilization by the Contractor, the contract may be renegotiated in order to reflect more accurately the actual levels of expenditure or the department may terminate the contract, as applicable to section A of preceding.

The performance of Contractor will be reevaluated at a six (6) month interval, and funds will be reallocated at the discretion of the PROGRAM MANAGER. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies who 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.

13. JOINT FUNDING AND REVENUE DISCLOSURE REQUIREMENT: By the 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, City or County sources, or other governmental and 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 agency to each such project or business activity, and the full name and address of each such agency.

During the term of this CONTRACT, CONTRACTOR shall prepare and file a similar written statement each time it receives funding from any 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. COUNTY shall not pay for any services provided by CONTRACTOR which are funded by other services. If CONTRACTOR is a governmental agency, it shall be exempt from disclosure requirements of this Section except as it pertains to other sources of funding for the PROGRAM. All other provisions of this section shall apply. The failure of CONTRACTOR to comply with the requirements of this paragraph shall constitute a material breach of CONTRACT upon which COUNTY may cancel, terminate, or suspend this CONTRACT.

14. DESCRIPTION OF SERVICES: Contractor agrees to provide services in the form as described in Appendices and Exhibit "A", Application, attached hereto and incorporated herein by reference.

Contractor shall provide to eligible persons the social services set forth in Exhibit "A", 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.

15. LOCATION OF SERVICES: Contractor shall continuously manage and operate the site(s) at the location(s) to provide services set forth in Exhibit "A", Application.

Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of Director of Community and Senior Services or her designee before modifying or terminating services, revising hours of service delivery at such location(s) and/or before commencing such services at any other location.

16. STAFFING: Contractor shall operate continuously throughout the entire term of this Agreement with at least the minimum number of staff set forth in Exhibit "A", Application, attached hereto, and any other applicable staffing requirements of County for Contractor to provide services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of Domestic Violence and any amendments thereto. CONTRACTOR shall not incur any expenditures for travel outside of Los Angeles County without prior written approval of COUNTY PROGRAM DIRECTOR, or his designee.

17. CAPITAL ASSET EQUIPMENT: At termination or completion of the project, Contractor shall dispose of all capital asset equipment, which is purchased wholly or in part with Federal and State funds, in accordance with Federal, State and County procedures. If said equipment is to continue to be used to further the purpose of contracted funds, title to said equipment may be relinquished to Contractor upon written approval of County. Equipment purchased by the County and provided to Contractor to assist in providing services, is to be transferred or returned, as directed in the Annual Closeout Cost Report paragraph. An annual inventory of equipment and vehicles shall be submitted by the Contractor.

18. EQUIPMENT: Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over five hundred dollars ($500) per unit in value as approved in the budget, Exhibit B and must purchase from the lowest bidder. In addition any purchase of equipment over three hundred ($300) or more per unit shall require the prior written approval of County Program Director, or his designee. All equipment costing over fifty dollars ($50) or having a life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates and allowances received by Contractor. Equipment purchases approved in the budget by County Program Director, or his designee, shall be initiated in the first quarter of the program year. The above provisions will apply to leasing as well as to purchasing of equipment.

19. PURCHASE AND INVOICES 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 County's Fiscal Section within sixty (60) business days

after the Contract termination or they may not be honored. Exceptions to the preceding limitations require prior written approval by County Program Director, or his designee.

20. ACQUISITION OF SUPPLIES AND/OR EQUIPMENT: Following approval by County Program Director, or his designee, the purchase of supplies and/or equipment necessary for Contract performance, Contractor may acquire supplies and/or equipment as noted below:

A. The Contractor may purchase from private vendors, at approved prices and using approved specifications, provided requirements are met.

B. The Contractor may purchase from Contractor-related agency or organization only if:

1. Prior authorization is obtained in writing from the County Program Director, or his designee;
2. No more than maximum prices or charges are made and no less than minimum specifications are met as proviced in writing by the County Program Director, or his designee;
3. A community-related benefit derives from such Contractor-related acquisition; and
4. No conflict of interest for private gain accrues to the Contractor or its employees or officers

21. CAPTIAL IMPROVEMENTS: The Contractor shall assure that no program funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of, or any improvements to any building or facility unless specifically approved in writing by County Program Director, or his designee.

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

23. GRATUITIES: 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 proposers's failure to provide such consideration may negatively affect County's consideration of the proposers 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 agent to solicit such improper consideration. The report shall be made either to the County manager charged with supervision of the employee or to 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.

24. PERMITS AND LICENSES: The Contractor shall obtain all licenses and permits necessary for the performance of this Contract prior to its implementation.

25. PUBLICITY: Notices, informational pamphlets, press releases, research reports, and similar public notices or publications prepared and released by Contractor in relation to this program shall include the statement,

"This project is funded, in part, by Los Angeles County Domestic Violence Program".

26. PROGRAM SUPERVISION, MONITORING AND REVIEW: Services hereunder shall be provided by Contractor under the general supervision of Director, Community and Senior Services or his authorized designee. Director, or his authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. Contractor agrees to extend to Director, or his authorized designee, to authorized County representatives the right to review and monitor Contractor's facilities, programs, records, or procedures at any reasonable time. Appropriate staff of Contractor, as requested, by the Director of Community and Senior Services or his designee shall attend training sessions and meetings called by Department for the purposes of information sharing, policy orientation, and program development and orientation.

Contractor agrees that County and/or State or any duly authorized representative(s), including the State's Auditor-General and the County's Auditor-Controller, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or others records related to this Contract. Such material, including all pertinent cost reports, accounting and financial records shall be kept and maintained by Contractor at a location in the County for a period of four (4) years after completion of the Contract or until all County and/or State audits are completed for the fiscal period, whichever is later.

In the case of confidential client information, Contractor shall not release personal client data to any person or agency other than the County or agencies listed above without the express authorization of Director, or his designee.

27. REPORTS/DIRECT DATA ENTRY:

A. Contractor shall make monthly reports including information required by Director, or his authorized designee, and other reports as required by Director, or his authorized designee, concerning Contractor's activities as they affect the

contract duties and purposes contained herein. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

28. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41) in accordance with requirements of Federal law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person, any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action as attested to by Exhibit "B" to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or condition of physical or mental handicap.

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

At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

29. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41), in accordance with requirements of Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of State and Federal law. 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 form of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Contractor, if a public agency, must have an Affirmative Action program which complies with the requirements of Title 5 CFR 900, Subpart F, Standards for a Merit System of Personnel Administration, Section 900.601-606.

C. Contractor, if employing 15 or more employees, shall develop and implement an Affirmative Action Plan. Employers shall document their efforts to comply with equal employment opportunity principles. Contractor's execution of contract constitutes a statement of Assurance of Compliance with those principles.

D. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.

E. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

F. Contractor certifies and agrees that it will negotiate with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.

G. In accordance with applicable State law, Contractor shall allow County, State, and Federal representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Agreement. Contractor shall provide such other information and records as such representatives may require in order verifying compliance with the anti-discrimination provisions of this Paragraph.

H. If County finds that any of the provisions of Paragraph G. have been violated, the same shall constitute a material breach of Agreement upon which

County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of Agreement.

I. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of $500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

30. 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 Americans with 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.

31. COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD ORDER: The Contractor does swear under penalty of perjury that, in the immediately preceding two year period, it has not been found more than once by a federal court to be in final, unappealable contempt of court for failure to comply with an order of the National Labor Relations Board.

32. LICENSES: Contractor shall obtain and maintain, during the term of this Agreement, 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.

33. COUNTY LOBBYIST ORDINANCE: Contractor shall comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160 for each County Lobbyist retained by the Contractor. 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 Agreement upon which County may immediately terminate or suspend this Agreement.

34. SUBSTANCE ABUSE TESTING: It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors or

subcontractor employees servicing or operating service vehicles pursuant to this contract do not perform those functions under the influence of alcohol, controlled substances or medication which impairs their judgment or physical ability. At a minimum, these steps shall include promulgating and distributing to all personnel a written policy statement prohibiting servicing or operating service vehicles while under the influence of alcohol, controlled substances or any medication which impairs judgment or physical ability.

35. DRUG-FREE WORKPLACE: The Contractor agrees to take all necessary and legal steps to ensure a workplace and an environment free of illegal drug use by the Contractor's employees and program participants.

36. INDEPENDENT CONTRACTOR STATUS: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

37. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor's operations, or the services hereunder, including any workers' compensation suits, liability, or expense arising from or connected with services performed on behalf of Contractor by any person pursuant to this Agreement.

38. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to **Community and Senior Services of Los Angeles County, 3333 Wilshire Boulevard, Suite 400, Domestic Violence Unit, Los Angeles, California, 90010** prior to commencing services under this Agreement. Such certificates or other evidence shall:

1. Specifically identify this Agreement.

2. Clearly evidence all coverage required in this Agreement.

3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

   Include copies of the additional insured endorsement to the commercial

   Include 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 insured for all activities arising from this Agreement.

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

B. 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.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to

Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract 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 Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1. Contractor providing evidence of insurance covering the activities of sub-contractors, or

2. Contractor providing evidence submitted by sub-contractors which substantiate that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies.

39. FAILURE TO PROCURE INSURANCE: Failure on the part of Contractor to procure, maintain or renew required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement or procure and renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by Contractor to County upon demand or County may offset the cost of the premiums against any monies due from the County.

A. Subcontractors: Insurance provisions described above shall apply to all subcontractors as well as to Contractor.

40. NEPOTISM: The Contractor 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 purposes of this section, the term "administrative capacity" means persons who have overall administrative responsibility for a project including selection, hiring, or supervisory responsibilities. The term "immediate family" means spouse, 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, niece, nephew, stepparent, and stepchild.

41. ASSURANCES: The Contractor gives assurances and certifies with respect to the program that it will comply with the Federal OMB Circulars A-102, A-110, A-122 and A-21 as they apply to Contractor. Contractor further assures that:

A. Legal Authority: It possesses legal authority to execute the proposed project, that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractors's governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of Contractor to act in connection with the project specified and to provide such additional information as may be required by County.

42. COPYRIGHT: The County shall have free license to any copyrighted material or material subject to copyright developed under this project. County reserves the right to use and reproduce all reports and data produced and delivered pursuant to this program and reserves the right to authorize others to use and reproduce such materials.

43. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT: This Contract fully expresses the agreement between the parties. Any modification or alteration of the terms or conditions of this Contract must be by means of a written document signed and approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract.

County Program Director, or his designee, may grant modifications to this Contract upon written request of Contractor. The form and manner shall be specified by County. The following guidelines limit County Program Director's, or his designee's, authority to grant such modifications. All modifications exceeding these guidelines must have the formal approval of the Board of Supervisors.

44. PERSONNEL POLICIES: The County may review Contractor's personnel policies and require Contractor's compliance with certain policies established by CSS. Personnel

policies shall include but are not limited to: staff levels, salaries, supervisory-subordinate ratio, consultant fees, fringe benefits, grievance procedures and other related matters. The Contractor agrees to the following provisions related to outside employment of its employees and shall include such provisions in its published personnel policies:

A. Such employment shall not interfere with the efficient performance of employee's duties in the program;

B. Such employment shall not involve a conflict of interest or conflict with the duties in the program

C. Such employment shall not occur during the employee's regular or assigned working hours in the program, unless the employee during the entire day on which such employment occurs is on either prior approved annual leave, compensatory leave, or leave without pay.

In adopting procedures to implement the policy stated above, Contractor must provide specific procedures regarding the outside employment of full-time personnel whose duties are not readily confined to a standard workday or workweek.

Contractor must adopt rules restricting or prohibiting the outside employment of executive directors, neighborhood workers, or other employee whose responsibilities include being available for duty during evenings or on weekends.

45. ALLOWABLE COSTS: Allowable costs under this contract shall be limited to those costs applicable to nonprofit organizations, local governments, publicly financed educational institutions, and for-profit companies as permitted under OMB Circulars A-122 (Cost Principles for Nonprofit Organizations), A-87 (Cost Principles for State and Local Governments), A-21 (Cost Principles for Publicly Financed Educational Institutions), and A-102 Attachment O (Procurement Standards), OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, and are consistent with agreement of the County of Los Angeles.

46. RECORDS AND AUDITS:

A. Program Records: Contractor shall maintain adequate program records on services provided in sufficient detail to permit an evaluation of services. Program records shall be retained for a minimum four years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. Program records shall

be retained by Contractor at Contractor's address as set forth herein and shall be made available at reasonable times to authorized representatives of County, State and Federal governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to requirements set forth under this Paragraph, Contractor shall comply with any additional program record requirements which may be included in the Exhibit attached hereto.

1. A listing of County remittances received. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advices, vendor invoices, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs should be made in accordance with required procedures. All financial records shall be retained by Contractor at Contractor's address as set forth herein during the term of this Agreement and for a minimum period of four years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. During such retention period, all such records shall be made available during normal business hours to authorized representatives of County, State or Federal governments for purposes of inspection and audit.

2. Effective control and accountability shall be maintained for all cash, real and personal property, and other assets of contractor. Recipients shall adequately safeguard all assets and shall assure that they are used solely for authorized purposes in accordance with requirements of each program.

3. Contractors must maintain accountability for project income, petty cash and required match.

4. Accounting records shall be supported by source documentation such as cancelled checks, paid bills, payrolls, subcontract and contract award documents, etc., which are maintained to comply with record retention requirements.

B. Non-expendable Property Records: Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight hours thereafter the Director of Community and Senior is to be notified thereof by Contractor in writing and arrangements are to be made for preservation of the program and financial records referred to herein above.

D. Audit Reports: Within one hundred eighty (180) days after the expiration or termination of this Agreement, Contractor shall provide County with an independent auditor's report of Contractor's books and financial records pertaining to this Agreement. Audits must contain the Schedule of Federal Financial Assistance showing a reconciliation of Federal grant funds received per Closeout Report versus expenditures as per approved budget. Federal Single Audits shall comply with OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions or other audit requirements as required by the County of Los Angeles.

Contractor shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations in accordance with the Department's requirements.

Contractors with $300,000 or more in federal grant expenditures must have an audit performed in accordance with OMB Circular A-133 "Audits of States, local Governments, and Non-Profit Organizations", and can charge the cost of the audit to the federal grant(s).

Contractors with federal grant expenditures between $100,000 and $300,000 are required to have a program specific audit conducted at their own expense using non-federal funds.

Audits must contain a schedule showing a reconciliation of federal grant funds received per Closeout Report versus expenditures as per approved budget.

A reimbursement of funds may be withheld if audits are not received within 180 days after the expiration or termination of this Agreement.

47. ANNUAL CLOSE-OUT COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Community and Senior Services three copies of an annual cost report within forty-five days following the close of such fiscal year. Such cost report shall be prepared in accordance with the requirements set forth in the State's Program Manual and also in accordance with any other written guidelines which may be provided Contractor by Director, Community and Senior

Services or authorized designee by the end of the fiscal year for which the report is to be prepared.

B. If the Agreement is terminated or canceled prior to June 30th, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and two copies of such report shall be submitted within forty-five days after termination of cancellation date to County's Community and Senior Services.

48. DELEGATION AND ASSIGNMENT:

A. Contractor agrees that the conditions set forth in the third party policy of Community and Senior Services are binding upon Contractor during the terms of this contract.

B. Contractor may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of Director, Community and Senior Services or his authorized designee.

C. Any delegation and/or assignment shall be in the form of a subcontract. Contractor's request to Director for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontract.

2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.

3. The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

4. A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by Director before such modification or amendment is effective.

D. Subcontracts issued pursuant to this paragraph shall be in writing and shall contain at least the intent of the following paragraphs of this Agreement:

TERM, METHOD OF PAYMENT, PROGRAM SUPERVISION, MONITORING AND REVIEW, LOBBYING PROVISION, NONDISCRIMINATION IN SERVICES, NONDISCRIMINATION IN EMPLOYMENT, LICENSES, INDEPENDENT CONTRACTOR STATUS, INDEMNIFICATION, INSURANCE, FAILURE TO PROCURE INSURANCE,

AUDITS ANNUAL COST REPORT, CITIZENSHIP LAWS, CONFIDENTIALITY, UNLAWFUL SOLICITATION, FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE, AND CONFLICT OF INTEREST.

E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY paragraph hereinabove.

F. The County reserves the right to recommend termination of a subcontract if it is determined that the health, safety, and welfare of participants are at risk or for any other deemed cause and may at its discretion, disallow any additional payment of contracted funds for services to said subcontract.

49. GENERAL WORKING CONDITIONS: Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety and to fire safety, health and sanitation. Contractor warrants that no wages, prices or salaries paid under this Agreement will be in excess of the maximum legally allowable pursuant to said laws.

50. FAIR LABOR STANDARDS COMPLIANCE: Contractor agrees to 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 for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

51. CITIZENSHIP LAWS: Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection

with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

52. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records in accordance with all applicable State and Federal laws relating to confidentiality of program records and information. Contractor shall require all its officers, employees and agents providing services hereunder, to acknowledge in writing, understanding of and agreement to comply with said confidentiality provisions. Contractor agrees and shall insure that no information about or obtained from any elderly person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such elderly person without first obtaining the written consent of such elderly person.

53. INSPECTIONS: Authorized representatives of County, State and Federal agencies shall have the right to conduct on-site inspections to review, audit or investigate Contractor's facilities, programs, records, and other operations at any time.

54. ALTERATION OF TERMS: The body of this Agreement, together with the Appendices and Exhibit "A", Application, attached hereto, fully expressed all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

55. NOTICES: Notices hereunder shall be in writing and shall be sent to the parties at the following addresses and to the attention of the persons named.

To Contractor: _____

_____

_____

_____

Attention: _____

To County 1. Notices, administrative and program reports

Community and Senior Services
Area Agency on Aging
3333 Wilshire Blvd. - Suite 400
Los Angeles, California 90010

Attention: Program Manager, Contract Management

To County 2. Monthly financial status reports

Community and Senior Services
Financial Management Division
3333 West - Sixth Street - Suite 200
Los Angeles, California 90020
Attention: Program Manager
Program Accounting Section

Contractor shall notify County in writing of any change of its business address at least fifteen days prior to the effective date of such address change.

56. UNLAWFUL SOLICITATION: 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.

57. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Community and Senior Services within ten days following execution by Contractor's duly constituted officers, containing the following information:

1. The form of Contractor's business organization, i.e., proprietorship, or partnership, or corporation.

2. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

3. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement.

4. If during the term of this Agreement, the form of Contractor's business organization changes, or the Contractor's ownership of other

businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

B. Real Property Disclosure: If Contractor is renting, leasing, or subleasing or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Community and Senior Services within ten days following execution of this Agreement, and at the time of submitting the Annual Cost Report as provided under ANNUAL COST REPORT paragraph, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information.

1. The location by street address and city of any such real property.

2. The fair market value of any such real property as such value is reflected on the most recent issued County tax collector's tax bill therefor.

3. Contractor, his agent and employees will comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end, a detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and, if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

4. A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, that also identifies those who have any family relationship by marriage or blood with a lessor or sub-lessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sub-lessor's business, or both. If such lessor or sub-lessor is a corporation or partnership, such listing shall also include the full names of all of Contractor's officers, members of its advisory boards, members of its staff and consultants, and identify those who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter

listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

True and correct copies of all written rental agreements, leases and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

5. True and correct copies of non-profit status by California Secretary of State and tax exempt status by Internal Revenue Service.

6. Clean Air Act as amended (42 USC 1857 et seq.). Contractors must not create significant air pollution at their plants or business sites;

7. Federal Pollution Control Act as amended (33 USC 1251 et seq.). Recipients of Federal contracts, grants, or loans may not deal with blacklisted facilities on pain of having Federal funding denied or withdrawn.

B. Authorized County, State or Federal representatives shall have the right to monitor Contractor's performance relating to acquisition, alteration, renovation, or construction pursuant to this Agreement; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

58. CONFLICT OF INTEREST: No County employee whose position in County enables him to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. Nor may any staff member of the Contractor paid out of Domestic Violence funds serve on the Board of Directors or any other duly authorized governing body of said Contractor.

59. SUSPENSION OF OPERATION: Upon written request to the County, Contractor may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the Contractor. Contractor shall suspend the project only upon receipt of written approval by County and in accordance with procedures and instructions set forth in said notice of approval.

60. 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. An incident report shall be retained on file by the Contractor 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.

61. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Agreement, Contractor and its subcontractor(s) shall comply with the requirements of County and all other applicable Federal and/or State laws, regulations, guidelines and directives.

62. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide supportive services to domestic violence victims and their children, Contractor shall make program services available to any person impacted during the event of a state/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for contracted funds expended.

63. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and the exhibits attached hereto, the former shall govern and prevail.

64. INTANGIBLE PERSONAL PROPERTY: COPYRIGHTS: Unless the terms and conditions of this contract state otherwise, the following rules apply. If any copyrightable material is developed in the course of or under this contract:

A. If any material funded by this Agreement is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material except as set forth in lines (b) and (c).

B. The Contractor may request permission to copyright material by writing to the Director of CSS. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.

C. If the material is copyrighted with the consent of the Director, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do

so, provided written credit is given the author.

65. NON-DUPLICATION OF SERVICES: The Contractor shall not use funds received through this agreement to duplicate existing services or activities.

66. COST OF LIVING ADJUSTMENTS: Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of this Agreement, Contract, out of funds payable hereunder, agrees to restrict cost of living salary adjustments (COLA) to its employees during the term of this Agreement to the lesser of (1) the average salary cost of living adjustment granted to County employees by the Board of Supervisors as of April 1 of the prior year, or (2) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles - Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLA.

67. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

68. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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.

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

69. Consideration of GAIN/GROW Participants for Employment: Should the Contractor require additional or replacement personnel after the effective date of this Agreement,

the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County Employees shall be given first priority.

70. 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 are not disadvantaged by the contracting and acquisition process and that programs are implemented to assist them in fair, open competition. The County shall:

A. Constantly seek to streamline and simplify 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 compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

D. Insure the staff who 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.

71. County's Quality Assurance Plan: The County or its agent will evaluate the Contractor's performance under the contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all terms and conditions 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, the County may terminate the contract or impose other penalties as specified the contract.

72. Federal Earned Income Tax Credit: The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal 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 No. 1015.

73. Recycled Paper: Consistent with the Board of Supervisor' policy to reduce the amount of solid waste deposited at the County landfills, the contractor will be required to use recycled-content paper to the maximum extent possible on the contract.

74. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, 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 the 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.

75. Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List: Should the Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

76. Contractors to Notify County When it has Received 75% of Total Contract Amount: Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in the Request For Proposal.

77. Jury Duty: A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

78. Safely Surrendered Baby Law:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at

www.babysafela.org for printing purposes.

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

By_____
ROBERT RYANS, Director
Community and Senior Services

Contractor (print or type legal name)

By _____

_____
(print or type)

Title _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

Revised 6/10/03

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER

CONTRACT NO:
Amendment No:
Modification No.

STATEMENT OF WORK SUMMARY PAGE

Agency: _____ 12 Month Contract 2003/2004 Year

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

Project Director: _____ Telephone _____ Fax _____ Email _____

Contact Person: _____ Telephone _____ Fax _____ Email _____

SUPERVISORIAL DISTRICT #	2002/2003 D.V. Funded Amount	AGENCY'S CASH MATCH	AGENCY IN-KIND MATCH	TOTAL PROJECT'S COST	UNDUPLICATED PERSONS SERVED	TOTAL SERVICE UNITS
1	$	$	$	$		
2	$	$	$	$		
3	$	$	$	$		
4	$	$	$	$		
5	$	$	$	$		
TOTAL	$	$	$	$		

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget (Exhibits "A" and "B") and any additional pages attached for use in carrying out this Contract.

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

Contractor/Agency Representative: _____ Date: _____

CSS Program Monitor: _____ Date: _____

CSS Supervisor of Monitors: _____ Date: _____

CSS Contracts Officer: _____ Date: _____

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

STATEMENT OF WORK PROJECT DESCRIPTION

Contract No:
Amendment No:
Modification No:

Agency_____ 2003/2004 Year

Project Title_____ 12 Month Contract SUP DISTRICT_____

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

_____ **HOTLINE PHONE #:**_____

_____ **,CA** _____ **-** _____

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

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

II. Days and Hours of Operations of Project offices:

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. PROJECT GOAL(S) AND OBJECTIVES: (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.)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

STATEMENT OF WORK PROJECT DESCRIPTION, GOALS, AND OBJECTIVES

Agency_____ 2003/2004 Year

Project Title_____ 12 Month Contract

Contract No:
Amendment No:
Modification No:

IV. PROJECT GOAL(S) AND OBJECTIVES:
(Continued from previous page)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER

STATEMENT OF WORK PROJECT OPERATING PLAN

CONTRACT NO:
Amendment No.
Modification No.

AGENCY: _____ 2003/2004 Contract

Project Title: _____ 12 Month Contract

NUMBER OF UNDUPLICATED CLIENTS

PROGRAM CATEGORY	JULY 2003	AUG 2003	SEPT 2003	OCT 2003	NOV 2003	DEC 20033	JAN 2004	FEB 2004	MAR 2004	APR 2004	MAY 2004	JUNE 2004	TOTAL
SHELTER													
DROP-IN													
TOTAL UNDUP. CLIENTS													

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

STATEMENT OF WORK PROJECT OPERATING PLAN

CONTRACT NO:
Amendment No.
Modification No.

AGENCY: _____ 2002/2003 Contract

Project Title: _____ 12 Month Contract

NUMBER OF SERVICE UNITS FOR CASE MANAGEMENT

PROGRAM CATEGORY	JULY 2003	AUG 2003	SEPT 2003	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MAR 2004	APR 2004	MAY 2004	JUNE 2004	TOTAL
SHELTER													
DROP-IN CENTER													
HOTLINE													
FOOD													
COUNSELING													
REFERRALS													
EMERGENCY TRANSPORTATION													
SCHOOL ARRANGEMENTS CHILDREN													
TOTAL SERVICE UNITS													

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

PROJECT BUDGET

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

Agency: _____ 2003/2004 Year

Project Title: _____ 12 Month Contract

____County Department ____ Public Agency _____ Private Agency/ Non-Profit _____ Private Agency/ For Profit

PROGRAM CATEGORY	SUPERVISORIAL DISTRICTS					TOTAL FUNDED ALL (DISTRICTS)	AGENCY MATCH		TOTAL PROJECT COST
	1ST	2ND	3RD	4TH	5TH		CASH	IN-KIND	
SHELTER									
DROP-IN CENTER									
HOTLINE									
FOOD									
COUNSELING									
REFERRALS									
EMERGENCY TRANSPORTATION									
SCHOOL ARRANGEMENTS CHILDREN									
TOTALS									

Note : Total Funded All Districts + Agency Match (Cash) + Agency Match (In-Kind) = Total Project Cost

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

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

BUDGET JUSTIFICATION

Agency: _____

Project Title: _____

2003/2004 Year

12 Month Contract

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

SERVICE CLASSIFICATION	(1) NUMBER OF SERVICE UNITS (CLIENT CONTACTS)	(2) PRICE PER SERVICE UNIT	(1) X (2) TOTAL BUDGET AMOUNT
SHELTER			
DROP-IN CENTER			
HOTLINE			
FOOD			
COUNSELING			
REFERRALS			
EMERGENCY TRANSPORTATION			
SCHOOL ARRANGEMENTS/CHILDREN			
TOTALS			

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

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

BUDGET SUMMARY PAGE

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

Agency: _____ 2003/2004 Year

Project Title: _____ 12 Month Contract

PROJECTED COSTS	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	TOTAL
PROGRAM SHARE					
AGENCY COSTS					
TOTAL COSTS					

Type of Entity	County Department	Public Body	Private / NON-PROFIT	Private / PROFIT

BUDGET	b. SUPERVISORIAL DISTRICT					c. Program District Funded Totals	d. Agency Match	e. Agency Match	f. TOTAL PROJECT COSTS
a. Cost Category	1st	2nd	3rd	4th	5th		Cash	In-Kind	
1. PERSONNEL									
2. CONSULTANTS									
3. TRAVEL									
4. SPACE									
5. CONSUM. SUPP.									
6. EQUIP. RENTS									
7. OTHER									
TOTAL COSTS									

c = Funded Amount c + d + e = f

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

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

BUDGET SUMMARY PAGE

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

Agency: _____ 2003/2004 Year

Project Title: _____ 12 Month Contract

DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION	PROGRAM FUNDED SHARE	AMENDED SHARE	AGENCY MATCH		TOTAL COST OF PROJECT
			CASH	IN-KIND	
Personnel / Benefits	$		$	$	$
Consultant					
Travel					
Space					
Consumable Supplies					
Equipment					
Other					
TOTAL	$		$	$	$

- Proper documentation must be kept of volume, item and valuation of "in-kind" material received.
- (Program Funded Share + Agency Match = Total Cost of Project)
- **TOTAL ADMINISTRATIVE COSTS (Transferred from page 5): $_____**
- Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF TOTAL FUNDED AMOUNT

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM

PERSONNEL BUDGET JUSTIFICATION

2003/2004 Year

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

Agency: _____

Project Title: _____ 12 Month Contract

PROJECT PERSONNEL BUDGET								PERSONNEL FUNDING TOTAL		
a. Position/Title/Name	b. Actual Monthly Salary	c. % of Time Employee on this Activity	d. % of Time EE provides Direct Services	e. % Admin Costs (c. – d.)	f. No. of Persons	g. Months Employed	h. Program Funded Portion	AGENCY MATCH		k. Total Project Cost
								i. Cash	j. In Kind	
	$						$	$	$	$
1.					TOTAL-DIRECT SALARIES		$	$	$	$
2. FRINGE BENEFITS:	F.I.C.A.	(%) $					$	$	$	$
	Worker's Comp.	(%) $					$	$	$	$
	S.U.I.	(%) $					$	$	$	$
	Health & Welfare	(%) $					$	$	$	$
		Fringe Totals	(%) $				$	$	$	$
TOTAL					3. TOTAL OF ALL COSTS-DIRECT PERSONNEL		$	$	$	$

Note : b x c x f x g = k = Total Project Cost ; h+ i + j = k ; Line 1 + Line 2 = Line 3 h = Program Funded Portion
c-d = % Admin cost. Total b x e x f x g = Admin. Costs Total All Admin Costs. = $_____ a (TRANSFER TOTALS TO PAGE 4)
Note: TOTAL OF ALL ADMINISTRATIVE COSTS CANNOT EXCEED 10% OF TOTAL FUNDED AMOUNT