



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

October 22, 2003

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

**REVISED**

Dear Supervisors:

**APPROVAL TO AUGMENT AND ALLOCATE FUNDS FOR THE  
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS  
(CALWORKS) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM  
FOR FISCAL YEAR (FY) 2003-2004  
(ALL DISTRICTS) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve funding allocations for the continued provision of the CalWORKs Domestic Violence Supportive Services Program in the amount of \$9,779,239 for the new 8-month subcontracts, of which \$8,766,000 will be used for the 45 service providers listed on Attachment I in the amounts indicated; \$4,217 for future contingency purposes; and \$1,009,022 will be used for Community and Senior Services (CSS) administrative costs effective November 1, 2003 through June 30, 2004. The program is financed by the Department of Public Social Services (DPSS) using \$7,479,239 CalWORKs Single Allocation funds and \$2,300,000 Performance Incentive funds. DPSS provides the funding to CSS through intrafund transfers.
2. Authorize the Director of CSS, or his designee, to execute contracts in substantially similar form to Attachment II, with the 45 service providers listed on Attachment I and in the amounts indicated for provision of CalWORKs domestic violence supportive services, after County Counsel approval as to form effective November 1, 2003 through June 30, 2004. The term of the subcontracts with the 45 service providers is for 8 months with an option to renew for two additional years based on contractor performance and availability of funds.
3. Authorize the Director of CSS, or his designee, to execute contract amendments in substantially similar form to Attachment III to increase or decrease original contract amounts based on contractor performance and availability of funding

and access to funds remaining from the previously approved contract extension period (July 1, 2003 through October 31, 2003) provided that: (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel, the Chief Administrative Office (CAO), and DPSS is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors, the CAO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The recommended actions will enable CSS to continue operation of the CalWORKs Domestic Violence Supportive Services program, which provides case management, counseling, emergency and transitional shelter, legal and other services to CalWORKs participants and assists them in overcoming barriers to employment and move toward self-sufficiency for FY 2003-04.

On June 17, 2003, the Board approved CalWORKs Domestic Violence Supportive Services Program funding allocations and contract extension for the period July 1, 2003 through October 31, 2003. The extension period allowed CSS time to complete the Request for Proposal (RFP) process, including appeals, and to avoid an interruption of program services for the CalWORKs population. CSS is now requesting Board approval of service provider funding recommendations and CSS administrative cost for the remaining FY 2003-04 CalWORKs funding, totaling \$9,779,239.

On July 24, 2003, an RFP was issued to solicit interested bidders through a competitive bid process. On August 19, 2003, sixty-four proposals were submitted to CSS. They have been rated and evaluated and the appeals process has been completed. The funding recommendations represent the successful service providers who completed the RFP process to provide CalWORKs domestic violence services for the remaining program period November 1, 2003 through June 30, 2004.

**Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

The cost for the CalWORKs Domestic Violence Supportive Services Program for the period November 1, 2003 through June 30, 2004 totals \$9,779,239, of which \$8,766,000 will be used for the 45 service providers listed on Attachment I in the amounts indicated; and \$1,009,022 will be used for CSS administrative costs; and \$4,217 for contingency purposes. The CalWORKs Domestic Violence Supportive Services Program is financed by DPSS using \$7,479,239 CalWORKs Single Allocation funds and \$2,300,000 Performance Incentive funds.

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

On March 31, 1998, your Board approved the CalWORKs Domestic Violence Supportive Services Program Implementation Plan to increase the County's level of domestic violence services for CalWORKs participants. Under this program, CalWORKs participants access critical domestic violence services they need in order to achieve employment and financial self-sufficiency. The CalWORKs Domestic Violence Supportive Services Program has allowed CSS to expand the countywide network of service providers to shelter and non-shelter agencies. The service providers are contracted to provide case management, counseling, transportation, emergency and transitional shelter, and legal services.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide CalWORKs Domestic Violence Supportive Services to CalWORKs participants. The MOU is automatically renewed each year, contingent upon availability of funds and effective monitoring of the contracts, and there is no impact on County general funds.

DPSS has reviewed and concurs with the recommended actions.

### **CONTRACTING PROCESS**

The CalWORKs domestic violence service providers listed on Attachment I were selected as a result of the RFP issued on July 24, 2003. The RFP announcement was also posted on the County Office of Small Business Web Site, and published in the appropriate newspapers. A total of sixty-four proposals submitted by forty-seven service providers were rated and ranked according to the proposers' general capabilities, fiscal integrity and domestic violence training and service experience. Of the forty-seven service providers, forty-five were successful in the RFP process. Two service providers were unsuccessful and did not request an appeal.

The Honorable Board of Supervisors  
October 22, 2003  
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The Standard Terms and Conditions of the service providers' contracts (Attachment II) for the contract period November 1, 2003 through June 30, 2004 have been expanded to include a Performance Requirement Summary provision. In addition, consistent with the goals of assisting participants' to achieve long-term self-sufficiency, all service providers funded through this program must meet Service Performance Outcome Measures as required by CSS and monitored quarterly. The three performance measures are: (1) provide a safe and stable environment, emotionally and physically, to access supportive services; (2) identify and utilize community resources to achieve self-sufficiency; and (3) provide educational and work-related activities to prepare for workforce readiness. CSS will utilize performance-based, fee-for-service method of contracting with service providers. Service providers will be monitored quarterly for contract compliance.

### **IMPACT ON CURRENT SERVICES**

Continuation of the CalWORKs Domestic Violence Supportive Services Program will allow domestic violence agencies to provide domestic violence supportive services to CalWORKs participants and their children, enabling them to overcome barriers to employment and ultimately achieve self-sufficiency.

Respectfully submitted,



ROBERT RYANS  
Director

RR:RD:sh  
Attachments (3)

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

CallWORKS Domestic Violence Supportive Services Program  
 Funding Recommendations  
 November 1, 2003 - June 30, 2004

Attachment I  
 Page 1 of 3

Agency	Supervisorial District					Amount Recommended
	1	2	3	4	5	
1 1736 Family Crisis Center		200,000 LS 220,000 CM		80,000 LS 180,000 CM		\$280,000 \$400,000
2 Akia Concepts, Inc.		72,000 CM				\$72,000
3 Antelope Valley Domestic Violence Council					280,000 CM/LS	\$280,000
4 Asian Pacific American Legal Center of Southern California	100,000 LS					\$100,000
5 Bienvenidos Children's Center, Inc.	100,000 CM					\$100,000
6 Cambodia Association of America				100,000 CM		\$100,000
7 Center for the Pacific-Asian Family, Inc.			100,000 CM			\$100,000
8 Chicana Service Action Center, Inc.	450,000 CM	280,000 CM				\$730,000
9 Central Recovery & Development Project, Inc.		100,000 CM				\$100,000
10 Children's Institute International		105,000 CM				\$105,000
11 Community Counseling Service of Los Angeles	240,000 CM					\$240,000
12 Coalition of Mental Health Professionals, Inc.		100,000 CM				\$100,000
13 Community Legal Services		200,000 LS		130,000 LS		\$330,000
14 Domestic Abuse Center			100,000 CM			\$100,000
15 East Los Angeles Women's Center	95,000 CM					\$95,000

CM = Case Management  
 LS = Legal Services  
 CM / LS = Case Management and Legal Services

CalWORKs Domestic Violence Supportive Services Program  
 Funding Recommendations  
 November 1, 2003 - June 30, 2004

Attachment I  
 Page 2 of 3

Agency	Supervisorial District					Amount Recommended
	1	2	3	4	5	
16 Foothill Family Service					200,000 CM	\$200,000
17 Grace Center					100,000 CM	\$100,000
18 Harriet Buhai Center for Family Law		200,000 LS				\$200,000
19 Haven Hills, Inc.			110,000 CM			\$110,000
20 Helpline Youth Counseling, Inc.				100,000 CM		\$100,000
21 House of Ruth, Inc.	180,000 CM					\$180,000
22 Human Services Association	200,000 CM					\$200,000
23 Institute for Multicultural Counseling and Education Service (I.M.C.E.S.)					160,000 CM/LS	\$265,000
24 Interval House				90,000 CM		\$90,000
25 Jenesse Center, Inc.			300,000 CM/LS			\$300,000
26 Jewish Family Service of Los Angeles			100,000 CM			\$100,000
27 Legal Aid Foundation of Los Angeles	100,000 LS	230,000 LS	100,000 LS	80,000 LS		\$510,000
28 Los Angeles, Center for Law and Justice	200,000 LS					\$200,000
29 MJB Transitional Recovery, Inc.		90,000 CM				\$90,000
30 National Council on Alcohol and Drug Dependence-Long Beach				190,000 CM		\$190,000
31 Neighborhood Legal Services of Los Angeles County (NLS)	200,000 LS		100,000 LS		80,000 LS	\$380,000

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CalWORKs Domestic Violence Supportive Services Program  
 Funding Recommendations  
 November 1, 2003 - June 30, 2004

Attachment I  
 Page 3 of 3

Agency	Supervisorial District					Amount Recommended
	1	2	3	4	5	
32 Ocean Park Community Center						
33 Peace & Joy Care Center		220,000 CM	60,000 CM			\$60,000
34 Project: Peacemakers, Inc.		155,000 CM/LS				\$220,000
35 Prototypes, A Center for Innovation in Health, Mental Health and Social Rainbow Services, Ltd.		220,000 CM	184,000 CM			\$155,000
36				120,000 CM		\$404,000
37 San Fernando Valley Community Mental Health Center, Inc.			120,000 CM			\$120,000
38 San Pedro Community Legal Services				90,000 LS		\$120,000
39 Southern California Alcohol and Drug Programs, Inc.				110,000 CM		\$90,000
40 Santa Anita Family Service					160,000 CM	\$110,000
41 Su Casa Family Crisis and Support Center				60,000 CM		\$160,000
42 WomenShelter of Long Beach				240,000 CM		\$60,000
43 Women's and Children's Crisis Shelter, Inc.	150,000 CM					\$240,000
44 YWCA of Glendale Domestic Violence Project					210,000 CM & LS	\$150,000
45 YWCA of San Gabriel Valley					220,000 CM	\$210,000
<b>TOTAL</b>	<b>\$2,015,000</b>	<b>\$2,797,000</b>	<b>\$974,000</b>	<b>\$1,570,000</b>	<b>\$1,410,000</b>	<b>\$8,766,000</b>

CM = Case Management  
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 CM / LS = Case Management and Legal Services

Contract # \_\_\_\_\_

**CALWORKs DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM FY 2003/04  
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 CalWORKs Domestic Violence Supportive Services Program pursuant to Section 11322.6(q) of the California welfare and Institutions Code.

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing premises the parties hereto agree as follows:

1. AGREEMENT: This Agreement consists of these documents: Exhibit A, Statement of Work; Exhibit B, Project Budget.
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 CalWORKs Domestic Violence Services Supportive Services Program will be referred to as the "PROGRAM".
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 \$\_\_\_\_\_. The amount of \$\_\_\_\_\_ for Case Management Services and/or the amount of

\$\_\_\_\_\_ for Legal Services as specified. 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 hereunder.

D. In the event that STATE codes, rules and regulation, 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 CONTRACTOR'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. PAYMENT CONTINGENCY: Payments by the County during the contract period are conditioned by the availability of said PROGRAM funds. The CONTRACTOR meeting performance goals set forth in Exhibit A, Statement of Work. Satisfaction of

these conditions shall be determined by County Program Director or his designee at his sole discretion.

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

A. Payment

1. 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 performance based fee-for-service method in detail as described in Exhibit A, Statement of Work. Invoices and any necessary supporting documentation required by COUNTY PROGRAM DIRECTOR or his designed shall be submitted to CSS no later than the fifth calendar day of the month.

2. 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, or 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 here unless a written waiver is obtained from the COUNTY.

10. ASSIGNMENTS AND SUBCONTRACTS: CONTRACTOR may enter into subcontract(s) for the performance of this Contract only upon receipt of the prior written consent of COUNTY PROGRAM DIRECTOR, or his designee. All appropriate provisions and requirements of this Contract shall apply to any subcontracts or agreements. The COUNTY, for the performance of any subcontractor, shall hold CONTRACTOR responsible. Any subcontracts entered into by CONTRACTOR shall be subject to the provisions specified below:

- A. The function undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY PROGRAM DIRECTOR, or his designee. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, or the transfer of assets of contractor shall be deemed an assignment of benefits under the terms of this CONTRACT requiring COUNTY approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY.

11. INDEPENDENT CONTRACTOR STATUS: Both parties to this Contract 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 agency or employee of the other party for any purpose whatsoever. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY or STATE.

CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this CONTRACT.

12. 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.

13. 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. This 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 (30) days written notice to the other. The County may also terminate this Agreement 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, agency, 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.

14. 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 indicated that the rate of reimbursement represents less than seventy-five percent (75%) as applicable to section A of proceeding. 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 that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

C. Consistent with the goals of the Program, as described in Exhibit "C", Application, attached hereto and incorporated herein by reference. The Contractor agrees to comply with the following:

1. Performance Outcome Measures as required by CSS and as described in Exhibit "C", Page 1.
2. Provision of the Monthly Activity Report to CSS for purposes of verifying the Program status for clients served under this contract, as described in Exhibit "C", Page 2.
3. Provision of the Client Outcome Form, as described in Exhibit "C", Page 3.
4. Provide program data as required by CSS.

15. 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 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.

16. BUDGET: Expenditures made by Contractor in the operation of this Contract shall be in strict compliance and conformity with the budget set forth in Exhibit B, unless prior written approval is obtained from County Program Director, or his designee.

17. 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 supportive 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.

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

19. 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 expenditure for travel outside of Los Angeles County without prior written approval of COUNTY PROGRAM DIRECTOR, or his designee.

20. 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 might 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. The Contractor shall submit an annual inventory of equipment and vehicles.

21. **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 designee. All equipment costing over fifty (\$50) or having a life expectancy or 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.

22. **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 approval by County Program Director, or his designee.

23. **ACQUISITION OF SUPPLIES AND/OR EQUIPMENT:** Following approval by County Program Director, or his designee, the purchase of 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 provided 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.

24. **CAPITAL 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.

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

26. 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 proposer's failure to provide such consideration may negatively affect County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through in intermediary consideration in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract. A proposer shall immediately report any attempt by a County officer, employee or 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.

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

28. 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 CalWORKs Domestic Violence Program".

29. 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 other 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.

Performance reports shall be submitted to CSS by the 5<sup>th</sup> (fifth) calendar day of the monthly/quarterly reporting period. Contractor shall maintain on the premises a list of clients served and type of services rendered, including service units

30. 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.

31. 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 (Civil Rights Act, Title IV). 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; 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 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, culture, language, familial status or condition of physical or mental disability.

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. Contractor in a conspicuous place shall post a copy of such procedures available and open to the public, in each of Contractor's facilities where services are provided hereunder.

32. 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, and 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 to verify 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. GRIEVANCES:

A. Contractor agrees to submit a Grievance Procedure, in accordance with Applicable Federal, State and local laws, rules and regulation to the County Program Director, or his designee, within thirty (30) calendar days of contract execution.

B. CSS ensures procedures for the review, processing and resolution of contractor complaints and grievances. In the event that a contractor needs to file a formal complaint, a formal grievance procedure is in place upon request.

39. 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.

40. 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 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.
- G. Insurance Coverage Requirements:
1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
  2. Automobile Liability insurance ( written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
  3. Workers Compensation and Employers' Liability insurance providing Workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as

required by the U.S. Longshore and Harbors Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

<u>Each Accident:</u>	\$1 million
Disease - policy limit:	\$1 million
Disease - policy employee	\$1 million

- 4. Professional liability: Insurance coverage liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Agreement.
  
- 5. Crime Coverage: Insurance in the amount not less than twenty five thousand dollars (\$25,000.00) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall have County as loss payee.
  
- 6. Property Coverage: Such Insurance shall be endorsed naming County as an additional insured and shall include:
  - 1) Real Property: All-risk coverage, excluding earthquake and flood for the replacement value and with a deductible no greater than five percent (5%) of replacement value.
  
  - 2) Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

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

H. SPARTA Paper (Assists Potential Contractors to Obtain Insurance)

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance

Services, Inc. For additional information, Contractor may call (800) 420-0555 or contact them through e-mail address: carol@web2wise.com.

41. 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. Contractor shall repay all monies so paid by County 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.

42. 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.

43. 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 Contractor'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.

44. 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.

45. 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. County shall specify the form and manner. 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.

46. 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.

47. 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.

48. DISALLOWED COSTS: If Contractor has failed to return unexpended funds or funds spent for disallowed costs related to any CSS contract, County may withhold payment to be made to Contractor under this Contract. If in the occurrence of this Contract a dispute arises concerning questioned costs, Contractor shall request a

meeting with the County Program Director, or his designee, within thirty (3) business days from the date of the notice of questioned costs. If the Contractor fails to request or meet with County Program Director, or his designee, within thirty (30) business days, the questioned costs becomes disallowed. If the questioned costs are not satisfactorily resolved within twenty-one (21) business days after the meeting or within fifty-one (51) business days from the date of the notice of the questioned costs, Contractor may request that the issue be resolved by County Program Director, or his designee. The final determination of disallowed costs shall be made by County Program Director, or his designee, within seventy-two (72) business days from the date of the notice of questioned costs. The Contractor has fourteen (14) business days to make payment on the disallowed costs. Nowhere shall the issues of dispute supersede, replace or be in conflict with Federal, State and local regulations, laws and codes.

49. INDIRECT COSTS: Indirect costs shall be based on the indirect cost rate approved by an agency of the Federal Government. Indirect costs not included in Contractor's project budget attached hereto shall not be allowed under this Contract. A cost allocation plan that supports the indirect cost rates set forth in Exhibit B to this Contract with a copy of approval from a cognizant agency of the Federal Government must be submitted to County prior to execution of the Contract. All expenditures distributed to indirect costs shall be subject to audit.

50. RETURN OF EXPENDED FUNDS: Contractor agrees that upon completion of termination of this Contract, any advanced funds which exceed payments due the Contractor under this contract shall be returned to the County within thirty (30) business days of contract completion or termination date.

51. ACCOUNTING: Contractor must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and in compliance with the accounting and reporting requirements of the County. Each Contractor must maintain an accounting system consistent with the Auditor Controller Contract Accounting and Administration Handbook (Attachment A). Agencies not in compliance must make any necessary adjustments to conform. The material discussed in the handbook, is mandatory unless a written waiver is granted by CSS.

52. ALTERNATE FINANCIAL MANAGEMENT SERVICES: The County will have available for Contractor a financial management service and/or major fiscal services, which may include certain designated record keeping, reporting, petty cash and lesser fiscal functions, with a percentage fee for such services deducted by the County from Contractor's total contract amount. For all designated fiscal services performed by other than the Contractor, responsibility is vested in the fiscal management Contractor. Their service is optional to the Contractor unless:

- A. At the time of the initial contract negotiations County Program Director, or his designee, stipulates to the contrary, or

- B. CSS has verified fiscal management problems during the contract period, in which instance, County Program Director, at his discretion, may require use of a financial management service as a condition of continued funding or future contract awards.

53. 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 and petty cash.

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.

54. ANNUAL CLOSEOUT 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 or cancellation date to County's Community and Senior Services.

55. DELEGATIONS 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. Director shall approve any later modification or amendment of such subcontract in writing 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 allow ability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting 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.

56. 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.

57. 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.

58. 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.

59. 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 person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

60. 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.

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

62. 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.

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specific period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern of practice which negatively reflects the same, (3) committed an act or offence which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors of the County Contractors.

64. 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, program reports and monthly financial status reports:

Community and Senior Services  
Domestic Violence Unit  
3333 Wilshire Blvd. - Suite 400  
Los Angeles, California 90010  
Attention: Program Specialist

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.

65. 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.

66. 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 are reflected on the most recent issued County tax collector's tax bill therefore.

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.

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.

67. 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.

68. 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.

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

70. 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.

71. 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.

72. 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.

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

74. 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.

75. 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.

76. 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).

77. 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.

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

79. 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, as described in Exhibit "D" Performance Requirement Summary. 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.

80. 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.

81. LOBBYING: Contractor, to the best of his or her knowledge and belief certify, that:

- A. No Federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal Contract, making of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall Complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subreipients shall certify and disclose accordingly.
- D. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

83. Administrative Costs: Total of all administrative costs cannot exceed 10% (ten percent) of the total funded amount.

84. Transportation: Contractor's staff shall be reimbursed for the use of private vehicles for trips on official business. The mileage rate shall be a reasonable established rate per mile. Auto mileage claims shall show points of destination, odometer readings, miles claimed, dates and purpose.

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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](http://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 10-20-03

## ATTACHMENT I

**CONTRACT ATTACHMENT I**  
**PERSONNEL /STAFFING**

## Attachment I

### Personnel/Staffing

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned to perform these services shall at all times be employed by the CONTRACTOR.

### Personnel – Direct Service/Legal

The primary function of staff funded under this contract must be direct service delivery to clients, rather than administrative or other agency support.

All direct –service staff funded under this contract must have the following:

- 40-Hour Domestic Violence Training Certification
- Legal services providers must demonstrate that the supervising attorney is licensed to practice in the State of California, and is an employee of the organization providing the services.
- All non-licensed staff, providing services to participants, must be supervised by the licensed attorney.

### Project Manager

Contractor shall provide a Project Manager or designated alternate.

Project Manager shall act as a central point of contact with the County.

Project Manager shall demonstrate previous experience in the management of work requirements similar in scope and complexity.

- Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.
- Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be**

**authorized to act for Contractor in every detail and must speak and understand English.**

- Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.
- Depending on the type of service to be provided, County may require the Contractor, at their expense, to conduct background security checks on their employees, i.e. fingerprinting for employees working with, or in the same facility as young children.
- Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

**ATTACHMENT II**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### GENERAL INFORMATION

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### ACKNOWLEDGMENT OF EMPLOYER

- *I understand that \_\_\_\_\_, is my sole employer for purposes of this employment. .*
- *I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

\_\_\_\_\_*(Initial and Date)*

### CONFIDENTIALITY AGREEMENT

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, *too*, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_*(Initial and Date)*

### CONFLICT OF INTEREST POLICY

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREEE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contract Employee

## **STATEMENT OF WORK**

The Department of Community and Senior Services mission is to provide comprehensive human services to residents of Los Angeles County in partnership with communities, business and public and private agencies.

The Department of Community and Senior Services (CSS) provides an array of safety net social and human services to residents of the County of Los Angeles. These services are delivered through over 30 different programs throughout the County by an extensive network of non-profit community-based organizations, cities, and quasi-governmental entities. This network is complemented by partnerships with other County departments such as the Departments of Public Social Services, Children and Family Services, Mental Health Services, Consumer Affairs, Treasurer Tax Collector, Animal Care and Control, Internal Services, Parks and Recreation, Public Library, Probation, Community Development Commission, and the Office of the District Attorney. In addition, CSS provides administrative and staff support to the Area Agency on Aging Council, Los Angeles County Commission on Aging, Community Action Board, Domestic Violence Council, Native American Indian Commission, and the Workforce Investment Board. The importance of the advice and consultation provided to the department by these commissions, committees, and advisory councils cannot be overstated. CSS receives guidance on policies that shape the Department's operations, programs, services, and activities.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities.

Our values define how we will treat our clients, partners, stakeholders, employees and any organization or individual with whom we have contact. And the Domestic Violence Supportive Services Agencies have collaborated in assisting participants of domestic violence toward a long-term self-sufficiency, by addressing their immediate needs to resolving their domestic violence issues.

The philosophy of teamwork and collaboration is anchored in the shared values of:

**A Can-Do Attitude:** We will focus on what can rather than what cannot be done.

**A Client Focus:** We will always view our services and the way they are provided through the eyes of our clients.

**Accountability:** We will take responsibility for all we say and do.

**Collaboration:** We will be exemplary in teamwork, cooperation and service integration.

**Commitment:** We will do what we say we do, when, and in the way we say we will do it.

**Compassion:** We will treat with respect those less fortunate and less able. Everything we do will demonstrate we truly care.

**Integrity:** We will be relentless in standing up for what is right.

**Professionalism:** Everything we do will be done at the highest possible levels of performance. We will aspire to be a model for other organizations of our kind.

**Respect for Diversity:** We value our diverse clients, partners, stakeholders and employees and will create a work environment that is free of prejudice and discrimination.

**Responsiveness:** We will be responsive in the way our clients, partners, stakeholders and employees value it.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993. Good Health; Economic Well-Being; Safety and Survival; Emotional and Social Well-Being; and Educational and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

*Families are treated with respect in every encounter they have with the health, educational, and social services systems.*

*Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.*

*There is no "wrong door": wherever a family enters the system is the right place.*

*Families receive services tailored to their unique situations and needs.*

*Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services and resources*

*The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.*

The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families; good health; safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

**Personal Service Delivery:** The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name,
- Listen carefully and patiently to customers,
- be responsive to cultural and linguistic needs,
- Explain procedures clearly,

- Build on the strengths of families and communities.

**Service Access:** Service Providers will work proactively to facilitate customer access to services:

- Provide services as promptly as possible.
- Provide clear directions and service information.
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

**Service Environment:** Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes and standards for providing services.

### **Scope of Work**

The three goals of the CalWORKs Domestic Violence Supportive Services delivery system are to:

1. Identify eligible CalWORKs participants who are victims of partner abuse and Need to resolve domestic violence issues, in order to become both economically and emotionally self-sufficient and able to pursue employment with safety.
2. Deliver appropriate and coordinated domestic violence supportive services with an emphasis on the safety of the participant, and the protection provided by confidential sharing of information.
3. Support participants in completing goals through comprehensive case management services that are appropriate to individual goals. (Case management provides the basic framework for all services to be provided through this program. Applicant agencies must, at minimum, directly provide

a comprehensive needs assessment with service plan goals and counseling services for each client).

### **Outcome Measures**

Consistent with goal of assisting participants' movement toward long-term self-sufficiency, all service providers funded under this program, must provide CSS with Service Outcome Measures for each CalWORKs client. In addition, the contractor must agree to the following:

- Participation in an outcomes measuring process
- Provision of information to CSS for purposes of verifying CalWORKs status for clients served under the contract
- Participation in client satisfaction feedback survey
- Participation with CSS in the development and implementation of a standard procedure for closing service episodes 90 days after the last contact (this will not prohibit the provider from continuing outreach to the client or serving the client in the future), and
- Provide program data as requested by CSS.

### **Description of Service Delivery System**

The following is a description of the key elements of the CalWORKs Domestic Violence Supportive Services Program and Service Delivery System:

1. Participants self-disclosing partner abuse, which they perceive as a barrier to successful participation in employment or employment-related activities, have the option of receiving domestic violence supportive services. Individuals may disclose the need of domestic violence services at any time while they are CalWORKs participants.

CalWORKs staff will inform and assist participants in accessing domestic violence services in the community, which will address their immediate safety needs, assist them to resolve their domestic violence issues, and help transition them toward long-term self-sufficiency. Referral agencies must demonstrate their ability to protect the confidentiality and safety of the family.

2. Adults participating in the CalWORKs Program (receiving cash assistance and services) are required to meet work-participation requirements in order to remain eligible for benefits.

For victims of domestic violence, this requirement is determined by the

service provider, the participant and the GallN worker. As long as the participant is receiving full-time (time to be determined by the service provider) domestic violence services, the participant is not required to perform 32 hours per week of work activity. However, participants still need to sign a welfare-to-work plan, which includes the domestic violence, services.

Receiving full-time domestic violence services will also stop the 18/24-month clock on Job Search and Job Club.

**NOTE:** CalWORKs employment activities, CalWORKs Substance Abuse Services and/or CalWORKs Mental Health Services are other available that may also comprise a portion of domestic violence program participants' work participation, as necessary.

3. Participants needing and wanting domestic violence assistance will be connected with a domestic a domestic violence service provider, funded this RFP, within two working days. The provider(s) will then assign the participant to a case manager, who will be responsible to report enrollment in domestic violence case management program as required by DPSS.

### **Other Supportive Services**

CalWORKs Substance Abuse Services and CalWORKs Mental Health Services will be funded through separate RFPs with the Department of Health Services (which incorporate Drug and Alcohol Services) and Mental Health, respectively.

### **Definition of Domestic Violence**

In preparing the proposal application, providers should answer the questions with regard to the following revised (December 2002) definition of domestic violence developed by CSS.

**Domestic Violence is defined as any assault or coercive behavior towards an intimate partner that includes one or more of the following:**

- Physical abuse that results in, or could result in, physical injury
- Sexual abuse, including participation in sexual activities against one's will
- Threats and intimidation, which create fear for one's life and/or safety, including physical and/or sexual threat
- Mental/emotional abuse, including putting victim down, making victim feel guilty, name-calling, mind games, telling victim she/he is "crazy".
- Economic Control

- Other tactics of power and control including minimizing, denying, blaming, intimidation, isolation or coercion.
- Stalking

### **Case Management**

Case Management provides the basic framework for all services to be provided through this program. Applicant agencies must, at minimum, directly provide a comprehensive needs assessment with service plan goals and counseling services for each client.

### **Counseling**

Applicants must assure that CalWORKs participants have access to both professional counseling and appropriate peer counseling provided by persons with a minimum of documented completion of the state-mandated 40-hour domestic violence awareness training.

1. **Professional Counseling** – Includes individual or group therapy (crisis or non-crisis) for adults, teens, or children, provided by licensed clinicians interns with demonstrated knowledge of the dynamics of domestic violence and direct practice experience working with domestic violence victims and families. Non-licensed clinicians must be supervised by a Board of Behavioral Sciences (BBS) licensed clinician and must receive a minimum of one-hour-a-week of individual supervision for every 10 clients seen.
2. **Para-professional Counseling** – Includes peer-group support counseling for adults, teens, or children's counseling that is age-appropriate, provided by non-licensed Para-professionals. Para-professionals must have knowledge of the dynamics of domestic violence, completion of the mandated 40-hour domestic awareness training, and experience working with domestic violence victims. They shall receive a minimum of an hour-and-a-half per week of group clinical supervision and training provided by BBS licensed clinician.

### **Emergency Shelter Services**

An emergency crisis shelter for domestic violence victims and their children must operate 24-hours-a-day, seven days a week. Funded non-shelter-based agencies must have in place a referral process to an emergency shelter with a minimum of a two-year relationship with the referring agency, or alternative housing assistance, (i.e. hotel vouchers). The agency must have written procedures for such referrals and/or a memorandum of understanding (MOU) with an emergency shelter for client referrals. Includes all of the nine (9) priority services listed below:

1. **Emergency Shelter**, including services in a 24-hour, 7 days a week crisis shelter and/or alternative emergency housing assistance.
2. **Hotline/warmline** including hours and days of operation and languages spoken fluently
3. **Walk-in center** within the community, providing a full range of DV services, open 8 a.m. to 5 p.m., Monday through Friday.
4. **Emergency food and clothing**
5. **Household establishment assistance**
6. **Transportation**
7. **Community resource and referral**
8. **Transitional services**
9. **Counseling**

### **Transitional Services**

CalWORKs Domestic Violence Transitional Services are long-term, comprehensive programs that support CalWORKs participants and their children to reach long-term self-sufficiency. At a minimum, transitional service providers must coordinate emergency shelter, food, and clothing, access to medical attention, education in independent living, parenting and health, household skills, budgeting/money management, permanent housing assistance, and access to community resources.

### **Legal Advocacy Services**

Legal Services providers will be responsible for the provision of Legal Services and Advocacy for CalWORKs participants who are receiving case management services through a CSS CalWORKs contracted provider. Services and Advocacy must be for CalWORKs participants who are receiving case-management services through a CSS CalWORKs contracted provider. Services must be coordinated with the understanding that the attorney-client privilege takes precedent over a sharing of information. Coordination of services must meet professional standards of confidentiality. These services include:

1. Family Law Services
2. Immigration Law Services
3. Legal Advocacy Services

Also, Legal advocacy services include the following:

- Divorce
- Temporary Restraining Order
- Proof of paternity
- Permanent Restraining orders
- Legal separation
- Custody and visitation orders
- Assistance with separation of debt and/or assets

## **PERSONNEL**

The Domestic violence agency must identify all principals and personnel having responsibility for implementing the proposed program. The **primary** function of staff funded under this grant must be direct service delivery to clients, rather than administrative or other agency support. Legal service providers must have qualified staff, with documented completion of the state-mandated 40-hour domestic violence training, providing services to CalWORKs participants. In order to provide legal services, the organization must demonstrate that the supervising attorney is licensed to practice in the State of California, and is an employee of the organization providing the services. The licensed attorney must supervise all non-licensed staff, providing services to participants. Provides current job specifications for the following identified staff and positions:

- Program Manager/Director
- Case Manager/Advocate
- Legal Staff – Licensed and Paralegal

Including Outreach, Supportive, Transitional, Counselor (Professional and/or Para-professional), and Shelter Personnel to be funded under this grant, as appropriate for the administration of this program.

## **FINANCIAL CAPABILITY AND FISCAL ACCOUNTABILITY**

Agencies will be required to adhere to strict fiscal and accounting standards, which include:

1. Establishment of minimum accounting records for cash receipts and value of in-kind resources, expenditure checks, unpaid obligations, payroll data and disbursements, and non-expendable property.
2. Establishment of a system of internal fiscal control to safeguard assets, check the accuracy and reliability of accounting data, and promote operational efficiency.
3. Each service provider/contractor must maintain an accounting system consistent with the Auditor-Controller's Accounting and Administrative Handbook. Agencies not in compliance must make any necessary

adjustments to conform. The material discussed in the handbook is mandatory unless the Auditor-Controller grants a written waiver. To request a waiver, each service provider/contractor shall submit a written request, along with the justification, to DPSS through CSS. After the review, DPSS shall forward that request to the Auditor-Controller for the approval. Failure to comply may result in disallowed cost and termination of the contract.

4. Provide copies of the organizations most current and prior two (2) fiscal years financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and Annual Budget. Audited statements should be submitted to meet this requirement. Financial statements will be kept confidential.
5. Provide a copy of the organization's Cost Allocation Plan. The purpose of the plan is to establish a method of allocating costs to different programs that you agency is responsible to both governmental and non-governmental (Authoritative Pronouncements: 1) OMB Circular A-122, Cost Principles for Non-profit Organizations, 2) OMB Circular A-21, State and Local Government Cost Principles, 3) OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations and 4) OMB Circular A-110, Uniform Administrative requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and other Non-profit Organizations.

### **QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract.

**Meetings:** Contractor is required to attend a minimum of 6 of 10 scheduled meetings held by the Los Angeles County Domestic Violence Council. Contractor is required to attend quarterly service provider meetings. Failure to attend the required meetings may negatively affect the Contractor's overall performance and in turn result in the loss of additional funding.

**County Observations:** In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance, nor violate agency confidentiality policies.

### **RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

## **COUNTY**

**Personnel:** The County shall administer the Contract according to the Contract. Specific duties will include:

1. Monitoring the Contractor's performance. This will include quarterly monitoring site visits by CSS staff during which time case files will be reviewed and cross-referenced with Contractor's monthly invoices.
2. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
3. Preparing Change Notices in accordance with the Contract.

## **CONTRACTOR**

**Project Manager:** Contractor shall provide a Project Manager or designated alternate.

Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements similar in scope and complexity.

Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

**Personnel:** Contractor shall assign a sufficient number of employees to perform the required work. ***At least one employee on site shall be authorized to act for Contractor in every detail and must understand English.***

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified Non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

Depending on the type of service to be provided, *County may require the Contractor, at their expense, to conduct background security checks on their employees, i.e. fingerprinting for employees working with, or in the same facility as young children.*

## **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **Training**

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **Contractor's Office**

Contractor shall maintain an office with a telephone in a company's name where Contractor conducts business. At least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract, shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls.

## **PERFORMANCE REQUIREMENTS SUMMARY**

*A Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart:*

- references section of this contract
- lists required services
- indicates method of monitoring

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Scope of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within a stated time shall constitute authorization for the County to suspend, reduce payment to, or cancel the Contract.

This does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract.

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program**

CONTRACT NO: Amendment No: Modification No.
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**STATEMENT OF WORK SUMMARY PAGE**

Agency: \_\_\_\_\_ 8 Month Contract 2003/2004 Year

Project Title: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ City/Zip \_\_\_\_\_

Project Director: \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

SPA	2003/2004 CalWORKs Grant Amount		Unduplicated Persons Served		Total Service Units		
	Case Management	Legal Services	Case Management	Legal Services	Case Management	Legal Services	Total
1							
2							
3							
4							
5							
6							
7							
8							
<b>TOTAL</b>							

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 THE 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  
CalWORKs Domestic Violence Program**

Contract No: Amendment No: Modification No:
---

**STATEMENT OF WORK  
PROJECT DESCRIPTION**

Agency \_\_\_\_\_ 2003/2004 Year

Project Title \_\_\_\_\_ 8 Month Contract SPA \_\_\_\_\_

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

\_\_\_\_\_, CA \_\_\_\_\_ Hotline #: \_\_\_\_\_

B. Project Director: \_\_\_\_\_ Project Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_  
 C. Contact Person: \_\_\_\_\_ Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

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

Monday	open at: _____	close at: _____	24 hours	closed
Tuesday	open at: _____	close at: _____	24 hours	closed
Wednesday	open at: _____	close at: _____	24 hours	closed
Thursday	open at: _____	close at: _____	24 hours	closed
Friday	open at: _____	close at: _____	24 hours	closed
Saturday	open at: _____	close at: _____	24 hours	closed
Sunday	open at: _____	close at: _____	24 hours	closed
Holidays	open at: _____	close at: _____	24 hours	closed

III. Brief Project Description:

- IV. Participation – Collaboration:  
 Our agency agrees to uphold the fundamental goal of the CalWORKs Domestic Violence Supportive Services Program designed to assist CalWORKs Participants with domestic violence issues they confront, and to enable them to move successfully toward employment and economic self sufficiency. To achieve these goals we agree to participate in the following activities:
- All program staff to complete a minimum of 40 hours of domestic violence training, CSS recognizes as DV Training, within 3 months of hire.
  - Attend a minimum of 6 monthly LACDVC meetings.
  - Implement the CalWORKs Domestic Violence Supportive Services Program Outcome Measurement Tool.
  - Participate in the Bidders, Contractors, Case Management, and SPA meeting and other conferences and workshops provided by the County.

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program

Contract No: Amendment No: Modification No:
---

STATEMENT OF WORK  
PROJECT DESCRIPTION

Agency \_\_\_\_\_ 2003/2004 Year

Project Title \_\_\_\_\_ 8 Month Contract SPA \_\_\_\_\_

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

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

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program**

EXHIBIT "A"  
Page 4 of 7

CONTRACT NO: Amendment No. Modification No.
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**STATEMENT OF WORK  
PROJECT OPERATING PLAN**

AGENCY: \_\_\_\_\_ 2003/2004 Year

Project Title: \_\_\_\_\_ 8 Month Contract SPA \_\_\_\_\_ \* This form must be completed for each SPA

**NUMBER OF UNDUPLICATED CLIENTS FOR CASE MANAGEMENT**

SPA	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
1										
2										
3										
4										
5										
6										
7										
8										
<b>TOTAL</b>										

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program  
STATEMENT OF WORK  
PROJECT OPERATING PLAN**

CONTRACT NO:  
Amendment No.  
Modification No.

2003/2004 Year

AGENCY: \_\_\_\_\_

Project Title: \_\_\_\_\_ SPA 8 Month Contract

\* This form must be completed for each SPA

**NUMBER OF SERVICE UNITS FOR CASE MANAGEMENT**

PROGRAM CATEGORY	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	TOTAL
Service Assessment										
Service Plan										
Client Advocacy										
Reassess/Revise Plan										
Follow-Up Services(Sub-mission of "Exit" Form										
Individual Counseling										
Family Counseling (Includes Child)										
Group Counseling										
Independent Living Skills										
Parenting Education										
Household Establishment Skills										
Monitored Visitation										
Emergency Transportation (CalWORKs Clients only)										
DPSS GAIN Orientation/Co-location Outreach										
Supervised Children's Activities										
Shelter Stay (Three nights Plus food)										
<b>TOTAL</b>										

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program**

EXHIBIT "A"  
Page 6 of 7

**STATEMENT OF WORK  
PROJECT OPERATING PLAN**

CONTRACT NO:  
Amendment No.  
Modification No.

AGENCY: \_\_\_\_\_

2003/2004 Year

Project Title: \_\_\_\_\_

8 Month Contract

SPA \_\_\_\_\_ \*  
\* This form must be completed for each SPA

**NUMBER OF UNDUPLICATED CLIENTS FOR LEGAL SERVICES**

SPA	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	TOTAL
1										
2										
3										
4										
5										
6										
7										
8										
<b>TOTAL</b>										

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CalWORKs Domestic Violence Program**

Exhibit "A"  
Page 7 of 7

**STATEMENT OF WORK  
PROJECT OPERATING PLAN**

CONTRACT NO:  
Amendment No. 2  
Modification No.

AGENCY: \_\_\_\_\_ 2003/2004 Year

Project Title: \_\_\_\_\_

8 Month Contract SPA \_\_\_\_\_ \*

\* This form must be completed for each SPA

**NUMBER OF SERVICE UNITS FOR LEGAL ADVOCACY**

PROGRAM CATEGORY	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	TOTAL
Court Accompaniment										
Restraining Order										
Preparation for Court										
Explanation of Court Process										
Child Custody, Support, Visitation										
Paternity Matters										
Divorce Matters										
Immigration Matters										
Criminal Court Matters										
Court Representation										
<b>TOTAL</b>										

County of Los Angeles  
Community and Senior Services  
CaWORKs Domestic Violence Program

BUDGET JUSTIFICATION

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_  
Modification No. \_\_\_\_\_

Agency: \_\_\_\_\_ SPA \_\_\_\_\_ Year \_\_\_\_\_  
Project title: \_\_\_\_\_ Month Contract \_\_\_\_\_

PROGRAM CATEGORY	SERVICE CLASSIFICATION	FY 2003/04 PRICE PER UNIT OF SERVICE	UNIT OF SERVICE	FY 2003/04 PRICE PER UNIT OF SERVICE
1.CASE MANAGEMENT	1.1 Service Assessment	\$	1 Maximum	\$
	1.2 Service Plan	\$	1 Annually	\$
	1.3 Client Advocacy	\$	1 per ea 60 min.	\$
	1.4 Reassess / Revise Plan	\$	1-not to exceed 4	\$
	1.5 Follow- Up Services (Submission of "Exit" Form)	\$	1-upon exit of Program	\$
<b>TOTAL CASE MANAGEMENT</b>				\$
2. COUNSELING	2.1 Individual Counseling	\$	1 per ea 60 min.	\$
	2.2 Family Counseling (includes child)	\$	1 per ea 60 min.	\$
	2.3 Group Counseling	\$	1 per ea 60 min.	\$
<b>TOTAL COUNSELING</b>				\$
3.LEGAL ADVOCACY	3.1 Court Accompaniment	\$	1 per ea 60 min.	\$
	3.2 Restraining Order	\$	1 per ea 60 min.	\$
	3.3 Prep. For Court	\$	1 per ea 60 min.	\$
	3.4 Explain Court Process	\$	1 per ea 60 min.	\$
<b>TOTAL LEGAL ADVOCACY</b>				\$
4.LEGAL SERVICES	4.1 Child Custody, Support, Visitation	\$	1 per ea 60 min.	\$
	4.2 Paternity Matters	\$	1 per ea 60 min.	\$
	4.3 Divorce Matters	\$	1 per ea 60 min.	\$
	4.4 Immigration Matters	\$	1 per ea 60 min.	\$
	4.5 Criminal Court Matters	\$	1 per ea 60 min.	\$
	4.6 Court Representation	\$	1 per ea 60 min.	\$
<b>TOTAL LEGAL SERVICE</b>				\$

County of Los Angeles  
Community and Senior Services  
CalWORKs Domestic Violence Program

Contract No.  
Amendment No.  
Modification No.

BUDGET JUSTIFICATION

SPA \_\_\_\_\_

Year \_\_\_\_\_

Month Contract \_\_\_\_\_

Agency: \_\_\_\_\_

Project title: \_\_\_\_\_

PROGRAM CATEGORY	SERVICE CLASSIFICATION	FY 2003/04 PRICE PER UNIT OF SERVICE	UNIT OF SERVICE	FY 2003/04 PRICE PER UNIT OF SERVICE
5. CLIENT TRAINING	5.1 Independent Living Skills	\$	1 per session	\$
	5.2 Parenting Education	\$	1 per session	\$
	5.3 Household Establishment	\$	1 per session	\$
<b>TOTAL CLIENT TRAINING SERVICES</b>				\$
6. ADDITIONAL SERVICES	6.1 Monitored Visitation	\$	1 per visit/child	\$
	6.2 Emergency Transportation (CalWORKs Clients only)	\$	1 per/oneway trip	Not to exceed \$375/month *
	6.3 DPSS Gain Orientation/Co-location Outreach		1 per ea 60 min.	\$
	6.4 Supervised Children Activities		1 per 60min/child	\$
	6.5 Shelter Stay(Three nights (+)Food		24 hour period	\$

**Department of Community and Senior Services  
Performance Outcome Measures**

Program	CalWORKs Domestic Violence Supportive Services	
Contractor Name		
Program Activity	Domestic Violence Supportive Services	
Program Purpose Statement	To assist adult victims of domestic violence to overcome barriers to employment and move toward self-sufficiency by providing them with a safe and stable environment, both emotionally and physically to access supportive services including information and referrals, education and work-related activities.	
Services	Three Day Emergency Shelter Transportation Counseling Food and Clothing Information and Referral	Supervised Children's Activities Legal representation Hotel Vouchers Work-Related activities
Program Key Result Measures	<b>Safe and Stable Environment</b>	
	<b>Results:</b> % of clients who developed a DV safety plan % of clients who have a better understanding of domestic violence % of clients who received legal services successfully attained court restraining % of clients whose emotional well-being improved, measured by client pre/post	GOAL  100% 100% 20% 65%
	<b>Output:</b> # of clients attended individual counseling sessions  # of clients that seek legal counseling # of clients entered emergency shelter	
	<b>Information and Referral (I&amp;R)</b>	
<b>Results:</b> % of clients who accessed referrals given % of clients that seek GAIN supportive services <b>Output:</b> # of clients who received information and referrals	80% 10%	
<b>Education and Work-Related Activities</b>		
<b>Results:</b> % of clients returned to school and obtain a high-school diploma, GED, or % of clients were assisted in completing resume % of clients that seek GAIN work related activities % of clients received work skills and job interview training <b>Output:</b> # of clients who received work related activity	10% 50% 50% 10%	

**PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART  
DOMESTIC VIOLENCE PROGRAM**

**Exhibit D**

1. REFERENCE	2. SERVICE STANDARD	3. AQL	4. Monthly Indicator Points for Exceeding the AQL	Unsatisfactory Performance Points for Exceeding the AQL
Attachment A, page 1, Definitions and Guidelines	Provider must provide a one-time service assessment which identifies and prioritizes the client's service needs, including all referrals necessary to assist the client in overcoming domestic violence barriers to employment and to move toward long-term self-sufficiency.	2%	5 points per each occurrence of a requirement not met.	
Attachment A, page 1, Definitions and Guidelines	Provider must ensure that clients' referred from DPSS can access services within five (5) workdays from the DPSS referral date. Provider must also notify DPSS if client fails to access services within the above-mentioned time frame	0%	10 points per each occurrence of a requirement not met.	
Attachment A, page 1, Definitions and Guidelines	Provider must ensure clients whose services are claimed, are receiving CalWORKs benefits. All client files must contain adequate documentation stating client is a GAIN participant, as described in Attachment A.  Provider must encourage participants to comply with the WTW program and must advise DPSS of problems with the participant's ability to comply with the program requirements	0%	10 points per each occurrence of a requirement not met.	
Attachment A, page 1, Definitions and Guidelines	Provider must ensure that staff will advocate for client, coordinate the delivery of all supportive services needed by client, and will work closely with client, other community-based service providers, DPSS and other CalWORKs staff to meet client's needs	4%	10 points per each occurrence of a requirement not met.	
Attachment A, page 2, page 4, Definition and Guidelines	Provider must provide direct emergency assistance, or have a referral system in place, which includes the following services; food, clothing and toiletries, motel vouchers, transportation services. Providers can only claim three (3) days of shelter services as an allowable expense.	1%	10 points per each occurrence of a requirement not met.	

Attachment A, page 2, Definitions and Guidelines	Contractors must be able to provide services 8 a.m. to 5 p.m., Monday through Friday, excluding County recognized holidays.	0%	5 points per each occurrence of a requirement not met.
Attachment A, page 2, Definitions and Guidelines	Contractor must have a referral system in place to refer clients to domestic violence related services with specialists in their respective languages, including crisis shelters and counselors.	1%	10 points per each occurrence of a requirement not met.
Attachment A, page 2, Definitions and Guidelines	Contractor must collaborate and participate in cross-training with local healthcare providers with regard to assessment of domestic violence related injuries and mandatory health reporting policies.	2%	5 points per each occurrence of a requirement not met.
Attachment A, page 6, Definitions and Guidelines	Contractor must have a designated hotline/warmline phone maintained between the hours of 8 a.m. and 5 p.m., Monday through Friday.	0%	10 points per each occurrence of a requirement not met.
Attachment A, page 6, Definitions and Guidelines	Contractor must conduct outreach within the community to provide awareness of services., provide advocacy to facilitate client's access to available services, conduct orientation at CalWORKS district offices. Hours and days at each location must be documented.	4%	10 points per each occurrence of a requirement not met.
Attachment A, page 8, Definitions and Guidelines	Contractor has a thorough understanding of the definition of an unduplicated and continuing client as defined in Attachment A, page 8.	0%	10 points per each occurrence of a requirement not met.
Attachment A, page 8 Definitions and Guidelines	Contractor ensures that all staff providing CalWORKS supportive services has received the mandated 40-hour Domestic Violence Certification Training. Training must be accomplished within three months of hire.	0%	5 points per each occurrence of a requirement not met.
Attachment B, page 1, Definitions and Guidelines	Contractors providing Legal Services must provide a comprehensive package of services as described in Attachment B, page 1.	0%	5 points per each occurrence of a requirement not met.

1. REFERENCE	2. SERVICE STANDARD	3. AQL	4. Monthly Unsatisfactory Indicator Points for Exceeding the AQL	Performance
Contract Page 6 #14 A & 14 B Contractor's Performance/Reallocation of Funds	<p>Contractor shall, by the end of the second quarter following the beginning of funding cycle, achieve a seventy-five percent (75%) of monthly contract commitment through end of fiscal year.</p> <p>If contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are over-achieving and qualify for grant increase.</p>	2%	5 points per each occurrence of a requirement not met.	
Contract Pages 6 & 7 #14C Performance Goals Exhibit C	<p>Contractor agrees to comply with the following Performance Outcomes as required by CSS:</p> <ul style="list-style-type: none"> <li>- Safe &amp; Stable Environment</li> <li>- Information and Referral</li> <li>- Education &amp; Work-Related Activities</li> </ul>	0%	10 points per each occurrence of a requirement not met.	
Contract Page 7 #17 General Requirements	Contractor must ensure participants whose services are claimed are receiving CalWORKS benefits or have been referred under the "Services for Timed-Off" program	0%	10 points per each occurrence of a requirement not met.	
Contract Page 8 #18 Location of Services	Contractor shall obtain all required inspections, certificates, etc. and prior written consent of CSS director before modifying or terminating services at any other location.	0%	5 points per each occurrence of a requirement not met.	
Contract Page 8 #21 Exhibit B Equipment	Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over five hundred dollars (\$500) per unit value from the lowest bidder	0%	10 points per each occurrence of a requirement not met.	
Contract Page 10 #29 Monitoring Monthly Activity Reports Exhibit C	<p>Contractor agrees to provide access and the right to examine, audit or monitor to any duly authorized authority.</p> <p>Monthly Activity Reports (MARs) shall be submitted to CSS by the 5<sup>th</sup> (fifth) calendar day of the monthly/quarterly reporting period.</p>	0%	10 points per each occurrence of a requirement not met.	

Contract Page 11 # 31 & 32 Nondiscrimination	Contractor agrees to comply with all laws prohibiting discrimination in services and/or employment.	0%	5 points per each occurrence of a requirement not met.
Contract Page 13 #38 Grievances	Contractor has procedures in place to receive, investigate and respond to client complaints	1%	10 points per each occurrence of a requirement not met.
Contract Page 19 #47 Allowable Costs	Contractor must comply with all financial requirements.	0%	5 points per each occurrence of a requirement not met.
Contract Page 19 #48 Unallowed Costs	If Contractor has failed to return unexpended funds or funds spent for disallowed costs related to any CSS contract, County may withhold payment to Contractor	0%	10 points per each occurrence of a requirement not met.
Contract Pages 19& 20 #51 Accounting	Contractor must maintain an accounting system consistent with the Auditor Controller Contract Accounting and Administration Handbook.	3%	10 points per each occurrence of a requirement not met.
Contract Page 20 #53 Records	Contractor must provide adequate program records, with all required documentation in sufficient detail to allow an evaluation of services.	0%	5 points per each occurrence of a requirement not met.
Contract Page 21 #D Audits	Contractor must, within 180 days after the expiration or termination of this Agreement, contractor must provide independent auditor's report of Contractor's books and financial records.	0%	5 points per each occurrence of a requirement not met.
Contracts Page 24 #59 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.	0%	5 points per each occurrence of a requirement not met.
Contract Page 30 #77 Consideration of GAIN/GROW Participants	Contractor must make active effort to comply with attestation of willingness to consider GAIN/GROW clients for employment.	0%	5 points per each occurrence of a requirement not met.
Contract Pages 32 # 82 Charges to Clients	Contractor must not charge services to clients served through this grant.	0%	10 points per each occurrence of a requirement not met.
Contract Page 33 #90 Safely Surrendered Baby Law	Contractor must be aware of the Safely Surrendered Baby Law, its implementations in Los Angeles County and where and how to safely surrender a baby.	0%	10 points per each occurrence of a requirement not met.