



**DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
AND  
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

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**RFSQ APPENDICES:**

- Appendix A DVSS Statement of Work and Technical Exhibits
- Appendix B DVSS Pricing Schedules for Case Management and  
Legal Services
- Appendix C DVSBP Statement of Work
- Appendix D DVSS SOQ Application Part I
- Appendix E DVSBP SOQ Application Part I
- Appendix F SOQ Application Part II – ALL PROPOSERS
- Appendix G DVSS Sample Contract
- Appendix H DVSBP Sample Contract

- Appendix I Transmittal Form To Request A Solicitation Requirements Review
- Appendix J County of Los Angeles Policy of Doing Business with Small Business
- Appendix K Jury Service Ordinance
- Appendix L IRS Notice 1015
- Appendix M Safely Surrendered Baby Law
- Appendix N Background and Resources: California Charities Regulation
- Appendix O Defaulted Property Tax Reduction Program

## 1.0 GENERAL INFORMATION

### 1.1 Scope of Work

The purpose of this RFSQ is to seek qualified proposers to service two separate programs under two different contracts. One program is for Domestic Violence Supportive Services (DVSS). The other program is for Domestic Violence Shelter-Based Program (DVSBP). Any agency may apply to provide DVSS or DVSBP Services. If an agency wishes to apply for both contracts, a separate Statement of Qualifications must be submitted pursuant to the terms of this RFSQ.

#### 1.1.1. Domestic Violence Supportive Services Program (DVSS)

The County of Los Angeles (County), Department of Public Social Services (DPSS) is seeking qualified proposers to enter into contracts with the County to provide domestic violence case management and/or legal services, to be known as Domestic Violence Supportive Services (DVSS), to California Work Opportunity and Responsibility to Kids (CalWORKs), General Relief (GR) and General Relief Opportunities for Work (GROW) participants, and their minor children.

##### A. Services:

The DVSS Program includes two (2) service categories: Case Management and Legal Services. The services of each category are:

(1) Case Management Services: assessment, safety plan, service plan, counseling service, licensed therapy (optional), support group service, life skills education, DV education classes, shelter bed night service, court support/restraining order service, translation service, childcare/youth activities, and outreach.

(2) Legal Services: family law services, restraining orders, immigration law services, benefits access assistance services/advocacy, other legal assistance services, translation services, and outreach.

B. Eligible Population: CalWORKs, GR and GROW participants for whom domestic violence is a barrier to employment and self-sufficiency are eligible for DVSS. It is estimated that approximately 3,000 CalWORKs participants access DVSS per year. It is estimated that 40 GR participants access DVSS per year. It is estimated that approximately 200 GROW participant access DVSS services per year.

- C. Funding: It is estimated that approximately \$12,595,000 will be available per year to fund DVSS for CalWORKs and GR/GROW participants within Los Angeles County. DVSS program for CalWORKs participants is financed by CalWORKs Single Allocation funds. DVSS for GR participants is financed by the County General Fund. DVSS for GROW participants is financed by the County General Fund and CalFresh Employment and Training Funds.

Estimated DVSS Funding for the first year of the contract:

	Case Management	Legal Services	Total
CalWORKs	\$9,265,500	\$3,088,500	\$12,354,000
GR	45,000	15,000	60,000
GROW	136,000	45,000	181,000
Total	\$9,446,500	\$3,148,500	\$12,595,000

D. Service Options:

Agencies may apply to provide DVSS Case Management Services or Legal Services. If an agency wishes to apply for both Case Management and Legal Services, a separate application, or Statement of Qualifications, must be submitted for each service category.

All agencies are required to serve CalWORKs participants. Agencies have the option to also provide services to GR and GROW participants.

1.1.2. Domestic Violence Shelter-Based Program (DVSBP)

The County is also seeking qualified proposers to enter into contracts with the County to provide Domestic Violence Shelter-Based Program (DVSBP) services to victims of domestic violence and their minor children. The DVSBP services include temporary shelter-based services and resource connections to victims of domestic violence so they can make an appropriate transition into a long-term, safe living environment.

- A. DVSBP Services: 24 hours a day/seven days a week emergency shelter, 24 hours a day/seven days a week telephone hotline, temporary housing and food facilities, psychological support, peer counseling, referrals to community

resources, drop-in center for support services, arrangement for school age children to continue their education during their stay at the shelter, and emergency transportation.

- B. Eligible Population: Any person in Los Angeles County who is a victim of domestic violence and requires emergency or temporary shelter is eligible for DVSBP services. There are no income, residence or immigration status requirements.
- C. Funding: It is estimated that approximately \$2,048,000 will be available for Calendar Year 2013 to fund DVSBP within Los Angeles County.

DVSBP is financed by the following two sources:

- a) Marriage License Fees – Pursuant to California Welfare & Institutions Code Section 18305, a specified portion of Marriage License fees collected by the County Clerk is allocated to the DVSBP.
- b) Batterer’s Fees – Pursuant to California Penal Code Section 1203.097, a specified portion of the fees collected by the Courts from convicted batterers is allocated to the DVSBP.

D. Resulting Contracts

As specified in California Welfare and Institutions Code Section 18293(h), contracts for DVSBP are limited to DVSBP agencies that demonstrate they continue to meet the minimum requirements of Welfare and Institutions Code Section 18290 et al. DVSBP funding will be allocated equally among the agencies to whom contracts are awarded. The County will disburse the funds in 12 monthly installments.

## 1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Proposer’s minimum qualifications, provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO PROPOSERS:** Contains instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).

- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - A - DVSS Statement of Work:** Provide details regarding the mandatory Domestic Violence Supportive Service requirements.
  - B - DVSS Pricing Schedules**
  - C - DVSBP Statements of Work:** Provide details regarding the mandatory DV Shelter-Based Program requirements.
  - D - DVSS SOQ Application Part I:** Forms contained in this section must be completed and included in the SOQ for DVSS.
  - E - DVSBP SOQ Application Part I:** Forms contained in this section must be completed and included in the SOQ for DVSBP.
  - F - DVSS and DVSBP SOQ Application Part II:** Forms contained in this section must be completed and included in the SOQ for all Proposers.
  - G - DVSS Sample Contract:** The Contract used for Supportive Services. The terms and conditions shown in the Contract are not negotiable.
  - H - DVSBP Sample Contract:** The Contract used for Shelter-Based Program services. The terms and conditions shown in the Contract are not negotiable.
  - I - Transmittal Form To Request A Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - J - County of Los Angeles Policy of Doing Business with Small Business**
  - K- Jury Service Ordinance**
  - L - IRS Notice 1015:** Provides information on Federal Earned Income Credit.
  - M - Safely Surrendered Baby Law**
  - N - Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with



compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

## **O - Defaulted Property Tax Reduction Program**

### **1.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix G, DVSS Sample Contract and Appendix H, DVSBP Sample Contract, Section 2.0 Definitions.

### **1.4 Proposer's Minimum Qualifications**

1.4.1 Interested and qualified Proposers that meet the Minimum Qualifications stated below are invited to submit an SOQ.

1.4.1.1 Proposer must clearly specify the service category for which they are interested in qualifying (e.g. DVSS Case Management, DVSS Legal Services, or DVSBP).

1.4.1.2 Proposer must specify the Supervisorial District(s) for which they are interested in serving.

1.4.1.3 Proposer must be either (1) a public entity or (2) a non-profit corporation qualified to do business in the State of California.

1.4.1.4 Proposer must have the financial capacity to provide services throughout the term of the Contract.

1.4.1.5 Proposer must provide proof of insurance or insurability that meets the requirements specified in Sections 8.21 and 8.22 of Appendix G, DVSS Sample Contract or Appendix H, DVSBP Sample Contract.

1.4.1.6 Proposer shall demonstrate that all Proposer's staff providing services under the contract and/or having any direct interaction with Participants served under the contract are able to fluently read, write, speak, and understand English.

1.4.1.7 Proposer shall demonstrate that all Proposer's staff providing services under the Contract and/or having any direct interaction with Participants served under the Contract have completed a Domestic Violence 40-hour

training course that meets the requirements of California Evidence Code Section 1037.1.

- 1.4.1.8 Proposer shall have policies in place to immediately identify Participants or potential Participants in emergency situations and provide assistance as soon as possible.
  - 1.4.1.9 Proposer has no record of unsatisfactory performance, lack of integrity or poor business ethics, as required by California Operations Manual Section 23-601.243; and
  - 1.4.1.10 Proposer shall accurately complete and submit all of the documents, exhibits, attachments and other documents specified in Section 2.0, Subsections 2.6 and 2.7.
  - 1.4.1.11 Proposer shall be registered on the County WebVen prior to submitting an SOQ.
- 1.4.2 In addition, Proposers applying for DVSS Case Management or DVSS Legal Services must meet the Minimum Qualification as follows for that service category:
- 1.4.2.1 **DVSS Case Management**
    - a) Proposer has provided case management services for at least three years, within the last five years to victims of domestic violence.
    - b) Proposer has a service site that is physically located within the Supervisorial District(s) for which a Case Management contract is being requested.
    - c) Proposer's Contractor Project Manager has a minimum of 2 years' experience supervising and overseeing a domestic violence case management program and has completed the 40 hour Domestic Violence training course that meets the requirements of California Evidence Code Section 1037.1.
    - d) Proposer has at a minimum one full-time employee per site physically based at each of Contractor's service site(s) within the Supervisorial District in which it receives funding to provide the Case Management services.

- e) Proposer shall demonstrate that all DVSS staff have attended or will attend within 90 days of Contract start date, the DPSS Domestic Violence Contractor Program Requirements Review training provided by DPSS.
- f) Proposer shall have the capacity to provide case management Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at each service site(s) within the Supervisorial District in which it is contracted and that services will be made available on weekends and evenings as needed.

1.4.2.2 **DVSS Legal Services**

- a) Proposer has provided legal services to assist victims of domestic violence for at least three years, within the last five years.
- b) Proposer has provided legal services to low-income persons for at least three years out of the last five years.
- c) Proposer must have a service site that is physically located within the Supervisorial District(s) for which a legal services contract is being requested.
- d) Proposer's Managing or Lead Attorney licensed to practice law in California shall be a full time employee of Proposer and have at least two years experience out of the last ten years providing legal service to assist victims of domestic violence.
- e) Proposer shall have at a minimum, one full time attorney licensed to practice in California, physically based at each of the Contractor's service site(s) within the Supervisorial District(s) in which it receives funding to provide the Legal Services. The attorneys may not be independent contractors, private consultants, or volunteers.
- f) Proposer shall have the capacity to provide Legal Services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at each service site(s) within the Supervisorial District in which it is contracted and that services will be made available on weekends and evenings as needed.

1.4.3 **Domestic Violence Shelter-Based Program**

In addition to the minimum qualification set forth in subsection 1.4.1, Proposers applying for DVSBP must meet the following minimum qualifications:

- a) Proposer shall have operated an emergency shelter for victims of domestic violence for two of the past five years.
- b) Proposer shall demonstrate the ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any federal, State, or County funds.
- c) Proposer's primary function is to administer DVSBP services.
- d) Proposer has a confidential shelter which serves residents of Los Angeles County who are victims of domestic violence. **Do not disclose the location of the shelter in the SOQ.**
- e) Proposer provides the following basic DVSBP services as required by Welfare and Institutions Code 18294, to victims of domestic violence and their children:
  - Shelter on a 24 hour a day, seven days a week basis;
  - A 24 hours a day, seven days a week telephone hotline for crisis calls;
  - Temporary housing and food facilities;
  - Psychological support and peer counseling provided in accordance with the California Evidence Code Section 1037.1;
  - Referrals to existing services in the community;
  - A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
  - Arrangements for school age children to continue their education during their stay at the DVSBP; and

- Emergency transportation as feasible.
- f) Proposer has a method for obtaining the following services for the victims of domestic violence, as required in Welfare and Institutions Code 18295, to the extent possible, and in conjunction with already existing community services:
- Medical care.
  - Legal Assistance.
  - Psychological support and counseling.
  - Information regarding other available social services.
- g) Proposer works with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.
- h) Proposer has a track record of achieving community support and acceptance of the program by advocating the program to community representatives and groups within the community.
- i) Proposer utilizes trained volunteers to the maximum capacity in the delivery of Domestic Violence Shelter-Based Program services.
- j) Proposer staff and volunteers having any direct interaction with victims of Domestic Violence have completed a Domestic Violence 40-hour training course which meets the requirements of California Evidence Code Section 1037.1.
- k) Proposer has:
- the ability to serve a variety of cultural backgrounds;
  - bilingual staff to serve the needs of the community; and
  - formerly battered persons as staff members.

## 1.5 Contract Process

The objectives of this RFSQ process are (1) to secure one or more qualified Proposers per Supervisorial District to provide DVSS to CalWORKs, GR and GROW participants and their minor children; and (2)

to secure qualified Proposers to provide DVSBP services to victims of domestic violence and their minor children.

Specific tasks, deliverables, etc. will be determined at the time the County executes Contracts; however, sample Contracts and Statements of Work are included in Appendices as follows:

- DVSS Statement of Work Appendix A
- DVSS Sample Contract Appendix G
- DVSBP Statement of Work Appendix C
- DVSBP Sample Contract Appendix H

1.5.1 Contracts will be executed with all Proposers determined to be qualified.

1.5.2 Upon the Department's execution of DVSS Contracts, the qualified DVSS Proposers for Case Management or Legal Services will become County Contractors, and thereafter obtain referrals issued by County. Referral shall describe the type of service category requested. Payment for all work shall be on a fixed fee for services basis, as specified in Appendix B, subject to the Annual and Contract Maximum specified in the DVSS Contract.

1.5.3 The execution of a DVSS Contract does not guarantee a Contractor any minimum amount of business or funding. Payment to Contractor shall also be subject to the unspent funds provision in Paragraph 5.6.10 of the DVSS Sample Contract (Appendix G).

1.5.4 Upon the Department's execution of the Shelter-Based Program Contracts, the qualified DVSBP Proposers will become County Contractors, to provide Domestic Violence Shelter-Based Program services. Disbursement of funds to DVSBP contractors shall be subject to the Total Maximum Amount specified on each individual Contract.

1.5.5 Each DVSBP contractor shall receive an equal share of the annual amount, payable in twelve monthly installments. The funding for DVSBP contracts is limited to the funds actually collected by Los Angeles County for marriage license fees and Batter's fees as specified in California Welfare and Institutions Code Section 18305 and California Penal Code Section 1203.097, respectively (see Section 1.1.2C).

## **1.6 Contract Term**

The term of the resulting DVSS Contracts will be three years.

The term of the resulting DVSBP Contracts will be five years.

## **1.7 County Rights and Responsibilities**

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the County website and on the DPSS website. Should such addendum require additional information, not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.8 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be e-mailed as follows:

Attention: Rubinella Ermino

Email address: [RubinellaErmino@dpss.lacounty.gov](mailto:RubinellaErmino@dpss.lacounty.gov)

If it is discovered that a Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

## **1.9 Mandatory Requirement to Register on County's WebVen**

Prior to submitting an SOQ, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). Contractor must register using Commodity Code No. 95243. Commodity Code No. 95243 consist of: a) Code No. 952 assigned to Human Services; and b) Sub-Code No. 43 assigned to Family and Social Services.

## **1.10 County Option to Reject SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost

incurred by a Proposer in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

### **1.11 Protest Process**

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subsection 2.4 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### **1.11.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Subsection 2.4)
- Review of a Disqualified SOQ (Reference Subsection 3.2)

### **1.12 Notice to Proposer's Regarding Public Records Act**

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Proposer(s) to the Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Proposer must**



**specifically label only those provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

**1.12.3 DO NOT DISCLOSE THE CONFIDENTIAL LOCATION OF A CONFIDENTIAL DOMESTIC VIOLENCE SHELTER OR THE IDENTITY OF ANY SHELTER EMPLOYEE OR VOLUNTEER IN THE SOQ.**

### **1.13 Indemnification and Insurance**

Proposer shall be required to comply with the Indemnification provisions contained in Appendix G, DVSS Sample Contract or Appendix H, DVSBP Sample Contract, Subsection 8.20. Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix G, DVSS Sample Contract or Appendix H, DVSBP Sample Contract, Subsections 8.21 and 8.22.

### **1.14 SPARTA Program**

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, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

### **1.15 Injury and Illness Prevention Program (IIPP)**

Proposer shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **1.16 Background and Security Investigations**

Background and security investigations of Proposer’s staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Proposer.

### **1.17 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision Subsection 7.6 and the Independent Contractor Status Subsection 8.19 in Appendix G, DVSS Sample Contract and Subsection 7.5 and Subsection 8.19 in Appendix H, DVSBP Sample Contract.

### **1.18 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix F - SOQ Application Part II, Exhibit A, Certification of No Conflict of Interest.

### **1.19 Determination of Proposer Responsibility**

1.19.1 A responsible Proposer is a Proposer 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 Proposers.

1.19.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.19.3 The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission

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.

1.19.4 If there is evidence that the Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.19.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer shall reside with the Boards.

1.19.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts. For the purpose of these contracts, subcontractors are not allowed.

## **1.20 Proposer Debarment**

1.20.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.20.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer

in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.20.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.20.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.20.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.20.9 The following is a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

## **1.21 Proposer's Adherence to County Child Support Compliance Program**

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an Contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **1.22 Gratuities**

### **1.22.1 Attempt to Secure Favorable Treatment**

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 an Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an 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 a Contract.

### **1.22.2 Proposer Notification to County**

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 the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **1.22.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **1.23 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix F- SOQ Application Part II, Exhibit C, as part of their SOQ.

## **1.24 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix L.



## **1.25 Consideration of GAIN/GROW Participants for Employment**

1.25.1 As a threshold requirement for consideration of a Contract, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services GAIN or GROW Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for a Contract.

1.25.2 Proposers shall complete and return the Exhibit, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix F- SOQ Application Part II, Exhibit D, as part of their SOQ.

## **1.26 County's Quality Assurance Plan**

After award of a Contract, the County or its agent will evaluate the Contractor's performance under the Contract on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Contract will be reported to the County's 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 in the Contract.

## **1.27 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix G, DVSS Sample Contract, or Appendix H, DVSBP Sample Contract, Subsection 8.36.

## **1.28 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 set forth in Appendix M of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **1.29 Child/Elder Abuse/Fraud Reporting**

- 1.29.1 Contractor staff working on this Contract shall comply with California PC Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 1.29.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 1.29.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

## **1.30 County Policy on Doing Business with Small Business**

- 1.30.1 The County has multiple programs that address small businesses. The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise (LSBE) Preference Program requires the Company to complete a certification process; however, due to the pricing schedule for these contracts, the LSBE Preference is not applicable.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Subsection 1.31.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix J.



### 1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix K, and the pertinent jury service provisions of the Appendix G, DVSS Sample Contract, Subsection 8.5 or Appendix H, DVSBP Sample Contract, Subsection 8.5 which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to all Contractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors to 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 employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of

this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.31.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix F, SOQ Application Part II, Exhibit E, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

### **1.32 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer in Exhibit 1 - Proposer’s Organization Questionnaire/ Affidavit as set forth in Appendix D, DVSS SOQ Application Part I and Appendix E, DVSBP SOQ Application Part I. Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration.

### **1.33 Transitional Job Opportunities Preference Program**

The Transitional Job Opportunities (TJO) Preference Program requires the Agency to complete a certification process; however, due to the pricing schedule for these contracts, the TJO Preference is not applicable.

### **1.34 Contractor’s Charitable Contributions Compliance**

1.34.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations,

unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.34.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and accurately complete the Charitable Contributions Certification, as set forth in Appendix F, SOQ Application Part II. A completed Exhibit F is a required part of any Contract with the County.

1.34.3 In Exhibit F, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or,
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.34.4 Prospective County contractors that do not complete or do not accurately complete Exhibit F as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **1.35 Defaulted Property Tax Reduction Program**

1.35.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Property Tax Reduction Program, Appendix O, and the pertinent provisions of the Contract, Appendix G, DVSS Sample Contract, Subparagraph 8.47 and 8.48 or Appendix H, DVSBP Sample Contract, Subparagraph 8.47 and 8.48, both of which are incorporated by reference into and made a part of this solicitation.

1.35.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Property Tax Reduction Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Appendix O. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

1.35.3 Proposals that fail to comply with the certification requirements of the Defaulted Property Tax Reduction Program will be considered non-responsive and excluded from further consideration.

## 2.0 INSTRUCTIONS TO PROPOSERS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).

### 2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### 2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

### 2.3 RFSQ Timetable

**The timetable for this RFSQ is as follows:**

- Release of RFSQ..... **10/09/12**
- Proposer Conference Date..... **10/18/12**
- Request for a Solicitation Requirements Review Due ..... **10/23/12**
- Questions and Answers Released on or about..... **10/25/12**
- SOQ due by ..... **12:00 p.m (Local Time) on 11/07/12**

## 2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix I - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the Proposer; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposer.

2.4.2 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

## 2.5 Proposers Conference

A Proposers Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Proposers. The conference is not mandatory. However, attendance is recommended to ensure a thorough understanding of the RFSQ process. Further, if Proposer chooses not to attend the Proposers Conference, Proposer waives its right to contend it was disadvantaged in any way by its not attending this conference. The conference is scheduled as follows:

October 18, 2012  
10:00 a.m.  
DPSS – San Gabriel Valley District  
3352 Aerojet Ave., El Monte, CA 91731  
Garden Level Conference Room

## **2.6 Preparation and Format of the SOQ**

All SOQs must be submitted in English, in the format prescribed below. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

Part I – Domestic Violence Supportive Services (DVSS):

- SOQ Checklist (See Appendix D)
- Exhibits 1-9 (See Appendix D)
- Attachments 1-3 (See Section 2.6.1 C)

OR

Part I – Domestic Violence Shelter-Based Program (DVSBP):

- SOQ Checklist (See Appendix E)
- Exhibits 1-8 (See Appendix E)
- Attachments 1-3 (See Section 2.6.2 C)

AND

Part II – ALL PROPOSERS:

- SOQ Part II Summary Form (See Appendix F)
- Exhibits A – H (See Appendix F)
- Attachments I – VII (See 2.6.3 E)

### **2.6.1 DVSS SOQ Application - Part I**

Proposers seeking a contract to provide Domestic Violence Supportive Services shall complete and submit the DVSS SOQ Checklist, Exhibits 1 through 9 and Attachments 1 through 3 for each service category (Case Management or Legal Services) and each Supervisorial District for which they are proposing to qualify. (See Appendix D)

#### **A. DVSS SOQ Checklist**

The DVSS SOQ Checklist is a comprehensive listing of material to be included in DVSS Part I of the SOQ. It will also serve as the Table of Contents for your SOQ. After compiling all of the exhibits and attachments in order, number each page of DVSS Part I and

indicate the page numbers for each Exhibit and Attachment on the Checklist.

## **B. Exhibits 1-9**

Proposers are to complete Appendix D, Exhibits 1 through 9 and include them in the SOQ for each service category (Case Management or Legal Services) and Supervisorial District where they are proposing to qualify. For example, if a Proposer wants to qualify to provide Case Management Services for CalWORKs in Supervisorial District 1 and 2, Proposer shall submit two separate SOQs.

The required Exhibits (Exhibits 1-9) for the DVSS SOQ Part I are included in Appendix D. Proposer may use additional pages, if necessary. If additional pages are included, please label each page with the Proposer's name, the Exhibit number and the question or item(s) number(s) discussed. The information provided in the Exhibits together with the Attachments, should demonstrate that the Proposer meets the minimum qualifications to perform the services in the Service Category and in the designated Supervisorial District.

The following Exhibits and Attachments must be included:

DVSS SOQ Checklist

Exhibit 1- Proposer's Organization Questionnaire/Affidavit

**(Note: "Exhibit 1 contains one form for DVSS Case Management and another for DVSS Legal Services. Fill out the appropriate form for the service you propose to provide.)**

Exhibit 2- Description of Current Operations

Exhibit 3- Plan to Provide DVSS

Exhibit 4- Proposers References<sup>1</sup> – Proposer shall provide up to 10 references, but no less than 5. References should be from Organizations familiar with the operations of the agency. At least one reference shall be from a public agency. More weight shall be given to references where the same or similar scope of services was provided. A photocopy of this exhibit may be used if necessary.



Exhibit 5- Proposer's List of Contracts<sup>1</sup> – The listing must include all contracts involving the Proposer's selected Service for the last five years. The list must include all contracts with public entities. A photocopy of this exhibit may be used if necessary.

Exhibit 6- Proposer's List of Terminated Contracts – Listing must include contracts terminated within the past 10 years with a reason for termination. Do not include contracts that expired.

Exhibit 7- Estimated number of DVSS Participants to be served per year.

Exhibit 8- Annual Contract Budget – Contract budget shall include all costs associated with providing services to the number of DVSS Participants indicated in Exhibit 7. Annual Contract Budget shall include a line item budget, budget narrative, equipment schedule and justification, and a staffing plan.

Exhibit 9- Signature Page of Domestic Violence Supportive Services Contract

<sup>1</sup>It is the Proposer's sole responsibility to ensure that the firm's name, and point of contract's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibit 4 and 5. County may disqualify a Proposer if (a) references fail to substantiate Proposer's description of the services provided; (b) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or (c) the Department is unable to reach the point of contact with reasonable effort during normal working hours. It is the Proposer's responsibility of the point of contact for all references and contracts that may be contacted by County to obtain reference information.

### **C. Attachments 1-3**

Proposer must include the following documentation as Attachments 1 through 3:

Attachment 1 Copy of the minutes of the Proposer's governing body (e.g.; Board of Directors) meeting or resolution, granting authority to submit the SOQ specifying the service category(s), Supervisorial District(s), and to execute the Contract, to the person signing.

Attachment 2 Proof of Insurance or Insurability. A copy of Insurance Certificates showing that agency currently has the required coverage is



necessary upon award of contract. See Sample Contract, Appendices G and H, for Insurance Coverage requirements. Insurance coverage requirements may differ depending on the Service Category and/or specific service.

If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the contract be selected, may be submitted with the SOQ.

Attachment 3 List of all licenses held by the Proposer required to provide the services (e.g.; accreditations, certifications, business license). Proposer must furnish a copy of all applicable licenses.

## **2.6.2 DVSBP SOQ Application Part I**

Proposers seeking a contract to provide Domestic Violence Shelter-Based Program Services shall complete and submit the DVSBP SOQ Checklist, Exhibits 1 through 8 and Attachments 1 through 3, for each DVSBP shelter to be operated. (See Appendix E) Proposers submitting SOQs for more than one DVSBP shelter shall give a shelter designation to each that does not disclose the location of the shelter (e.g. Proposer Name-Shelter X, Proposer Name-Shelter Y).

### **A. DVSBP SOQ Checklist**

The DVSBP SOQ Checklist is a comprehensive listing of material to be included in DVSBP Part I of the SOQ. It will also serve as the Table of Contents for your SOQ. After compiling all of the exhibits and attachments in order, number each page of DVSBP Part I and indicate the page numbers for each Exhibit and Attachment on the Checklist.

### **B. Exhibit 1-8**

Proposers are to complete Appendix E, Exhibits 1 through 8 and include them in the DVSBP SOQ Part I for each designated shelter. For example, if a Proposer wants to qualify to provide DVSBP Services at Shelter X and at Shelter Y, Proposer shall submit two separate DVSBP SOQs.

The required Exhibits (Exhibits 1-8) for the DVSBP SOQ Part I are included in Appendix E. Proposer may use additional pages, if necessary. If additional pages are included, please label each page with the Proposer's name, the Exhibit number and the question or item(s) number(s) discussed. The information provided in the Exhibits together with the Attachments, should demonstrate that the Proposer meets the minimum qualifications to operate the DVSBP.

The following Exhibits and Attachments must be included:

DVSBP SOQ Checklist

Exhibit 1- Proposer's Organization Questionnaire/Affidavit for Domestic Violence Shelter-Based Program Services

Exhibit 2- DVSBP SOQ Proposer's Description of Current Operations

Exhibit 3- Proposer's References<sup>1</sup> – Proposer shall provide up to 10 references, but no less than 5. References should be from Organizations familiar with the operations of the agency. At least one reference shall be from a public agency. More weight shall be given to references where the same or similar scope of services was provided. A photocopy of this exhibit may be used if necessary.

Exhibit 4- Proposer's List of Contracts<sup>1</sup> – The listing must include all contracts involving the Proposer's selected Service for the last five years. The list must include all contracts with public entities. A photocopy of this exhibit may be used if necessary.

Exhibit 5- Proposer's List of Terminated Contracts – Listing must include contract terminated within the past 10 years with a reason for termination. Do not include contracts that expired.

Exhibit 6- Estimated number of DVSBP Participants to be served per year.

Exhibit 7- Annual Contract Budget – Contract budget shall include all costs associated with providing services to the number of DVSS Participants indicated in Exhibit 7. Annual Contract Budget shall include a line item

budget, budget narrative, equipment schedule and justification, and a staffing plan.

Exhibit 8- Signature Page of Domestic Violence Shelter-Based Program Services Contract

<sup>1</sup>It is the Proposer's sole responsibility to ensure that the firm's name, and point of contract's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibit 3 and 4. County may disqualify a Proposer if (a) references fail to substantiate Proposer's description of the services provided; (b) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or (c) the Department is unable to reach the point of contact with reasonable effort during normal working hours. It is the Proposer's responsibility of the point of contact for all references and contracts that may be contacted by County to obtain reference information.

**C. Attachment 1-3**

Proposer must include in its SOQ the following documentation as Attachments 1 through 3:

Attachment 1 Copy of the minutes of the Proposer's governing body (e.g.; Board of Directors) meeting or resolution, granting authority to submit the DVSBP SOQ specifying the shelter, and to execute the Contract, to the person signing.

Attachment 2 Proof of Insurance or Insurability. A copy of Insurance Certificates showing that agency currently has the required coverage is necessary upon award of contract. See Sample Contract, Appendices G and H, for Insurance Coverage requirements. Insurance coverage requirements may differ depending on the Service Category and/or specific service.

If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the contract be selected, may be submitted with the SOQ.

Attachment 3 List of all licenses held by the Proposer required to provide the services (e.g.; accreditations, certifications, business license).

### 2.6.3 Part II – ALL PROPOSERS (DVSS and DVSBP)

All Proposers shall complete and submit Appendix F, Exhibits A through H and include Attachments I through VII as Part II. Part II shall be submitted only once per Proposer.

#### D. Appendix F, Exhibits A-H

Proposers are to complete Exhibits A through H and include them in a separate three-ring binder. These Exhibits are included in Appendix F. You may use additional pages, if necessary. If additional pages are included, please label each page with the Proposer's name, the Exhibit number and question or item(s) number(s) discussed. The following Exhibits must be included in Part II:

SOQ Part II Summary Form

- Exhibit A Certification of No Conflict of Interest
- Exhibit B Proposer's EEO Certification
- Exhibit C Familiarity with the County Lobbyist Ordinance Certification
- Exhibit D Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit E Los Angeles County Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit F Charitable Contributions Certification
- Exhibit G Certification of Compliance with County's Defaulted Property Tax Reduction Program
- Exhibit H Pending Litigation and Judgements  
Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years **including but not limited to, other companies, corporations, organizations or persons (related parties) related to the Proposer, its principals by blood, marriage, or through legal organization (corporation, partnership, association, etc.) that will be considered**

**affiliated for purposes of this RFSQ. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or Federal agencies.** Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

**E. Attachments I-VII**

Proposer must include the following documentation as Attachments I through VII in Part II of the SOQ as follows:

- Attachment I Articles of Incorporation as filed with the California Secretary of State (or State of Incorporation). The document may be a photocopy, but shall be a photocopy of the certified articles.
- Attachment II Certificate of Good Standing with the State of Incorporation/Organization
- Attachment III Most recent Statement of Domestic (or foreign) Stock Corporation as filed with the California Secretary of State. If most recent statement does not include all officers, Proposer must also include the most recent Statement that includes those officers.
- Attachment IV Copies of the Proposer's three most current fiscal years (for example 2011, 2010, and 2009) financial statements. Statements should include the Proposer's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. Failure to meet this requirement will, at

minimum, result in minimal evaluation points, and may, at County discretion, result in determination of non-responsiveness.

- Attachment V A copy of the IRS Letter granting tax exempt status to the Organization.
- Attachment VI A copy of the State of California Franchise Tax Board Non-Profit Determination Letter
- Attachment VII Copy of most recent filing under Registry of Charitable Trusts.

## 2.7 SOQ Submission

The original SOQ and three numbered hard copies and two electronic copies on Compact Discs shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“SOQ PART I FOR DOMESTIC VIOLENCE SUPPORTIVE SERVICES”**

**OR**

**“SOQ PART I FOR DOMESTIC VIOLENCE SHELTER-BASED PROGRAM”**

**AND**

**“SOQ PART II FOR [Insert Proposer’s Name]”**

The SOQ and any related information shall be delivered to:

Department of Public Social Services  
Contract Management Division, Section II  
12900 Crossroads Parkway South  
City of Industry, California 91746  
Attention: Rubinella Ermino

**Submission Deadline is November 7, 2012, 12:00 p.m. (local time) in order to be considered.**

**It is the sole responsibility of the submitting Proposer to ensure that its SOQ is received before the submission deadline identified above. Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

**County will not accept late SOQs. If SOQs are mailed and are received by the County after the submission deadline, documents will be returned unopened.**

All SOQs shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit SOQs.

## **2.8 Acceptance of Terms and Conditions of the Contract**

By signing the Execution Page of the Sample Contract, the Proposer understands and agrees that submission of the SOQ and the signed signature page of the Contract constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix G – DVSS Sample Contract or Appendix H – DVSBP Sample Contract.

## **2.9 SOQ Withdrawals**

The Proposer may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Department of Public Social Services  
Contract Management Division, Section II  
12900 Crossroads Parkway South  
City of Industry, California 91746  
Attention: Rubinella Ermino

## **3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **3.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

#### **3.1.1 Adherence to Minimum Qualifications**

The SOQ will be reviewed to determine whether the Proposer meets the minimum qualifications specified in Section 1.4.

Agencies, whose SOQ fails to meet the minimum qualifications will be disqualified and will receive notification from DPSS. The notice shall identify which of the qualifications the agency failed to meet. DPSS reserves the right to seek clarification from agencies submitting the SOQ.

In addition to the factors listed above, the review will include the County's Contract Database and Contract Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in the disqualification of a Proposer's SOQ. Additionally, a review of terminated contracts will be conducted, which may result in a Contract not being awarded.

### **3.2 Disqualification Review**

An SOQ may be disqualified from consideration because the County determined it was non-responsive at any time during the review/evaluation process. If the County determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

### **3.3 Selection/Qualification Process**

The Department will generally select Proposers that have experience in providing a broad range of domestic violence services. However, in order to insure the Department has a varied pool of qualified Contractors, the Department may offer Contracts to Proposers that offer a narrow scope of services in more highly specialized areas.



### **3.4 Contract Award**

Proposers who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for an Contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Contract, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, considered for recommendation of an Contract. All Proposers will be informed of the final selections.

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**DVSS STATEMENT OF WORK**

**Domestic Violence Supportive Services**

**DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
CASE MANAGEMENT AND LEGAL SERVICES COMPONENTS**

**APPENDIX A – DVSS STATEMENT OF WORK**

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## PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's 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. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### 1.0 INTRODUCTION

#### 1.1 CalWORKs OVERVIEW

The California Work Opportunity and Responsibility to Kids (CalWORKs) is a welfare program that provides temporary financial assistance and employment services to families with minor children also known as an Assistance Unit. The Welfare-to-Work (WtW) Program is the employment segment of CalWORKs designed to assist individuals who are receiving assistance through the Program to transition as rapidly as possible from dependence on public assistance into self-sufficiency through unsubsidized employment. Aided adults or caretakers of families on welfare, unless exempt, are required to meet the WtW work requirements.

In Los Angeles County, the CalWORKs WtW program is administered by the Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program, which is the county's comprehensive WtW program for families receiving CalWORKs. The DPSS WtW program helps adults acquire needed skills to obtain employment with the ultimate goal of improving the lives of families through becoming economically self-sufficient. As part of the WtW program, specialized supportive services, such as domestic violence (DV), mental health, and substance abuse

treatment services, are available to assist Participants in overcoming barriers to employment.

## **1.2 GENERAL RELIEF OVERVIEW**

General Relief (GR) is a County-funded program that provides financial assistance to indigent adults who are ineligible for federal or State programs. The GR caseload includes two type of participants 1) employable individuals with no medical conditions that would prevent employment and 2) unemployable individuals who have one or more medical conditions (temporary or permanent) affecting their ability to work.

The General Relief Opportunity for Work (GROW) Program offers employment and training services to GR employable individuals and to GR participants who are exempt from mandatory participation in GROW, but who choose to enroll in GROW as volunteers. GROW is designed to help participants find, and maintain employment which will lead to self-sufficiency.

## **1.3 DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

Contractor will provide DVSS to CalWORKs, GR and GROW Participants, who have a domestic violence barrier to employment. The DVSS Program consists of a series of activities designed to provide the necessary support for DV victims to achieve the desired outcome of obtaining unsubsidized employment and move toward self-sufficiency. These activities shall be provided by a network of DV agencies contracted with DPSS. Contractor is required to deliver coordinated and comprehensive DVSS to Participants, and their minor children, that lead them to a safer and more stable environment, while providing the adult with the skills to become employed.

Contractor shall serve the maximum number of eligible Participants based on allocated funding, Contractor's capacity and Contractors Budget (to be provided prior to contract execution).

The DVSS program includes two service categories: Case Management and Legal Services, each of which have distinct services as described herein.

Contractor shall provide intensive individual and if appropriate family-focused case management services to Participants and families that remove barriers to employment, meet Service Plan objectives, and help achieve successful outcomes. The type and duration of services is based upon the needs of the Participant as documented in the Service Plan.

Case Management Services include: assessment, safety plan, service plan, counseling service, licensed therapy (optional), support group

service, life skills education, DV education classes, shelter bed night service, court support/restraining order service, translation service, childcare/youth activities, and outreach.

- Healthy Living Program (HLP) – A Preventive and Early Intervention (PEI) short term funding may be available for DVSS Case Management providers to provide a 12 week Healthy Living Program to CalWORKs Participants and their minor children which is a holistic approach to promoting the overall well-being of Participants including their mental and physical health. Funding for the HLP may be limited to 1/1/13 through 6/30/13.

Legal Services include: family law services, restraining orders; immigration law services, benefits access assistance services/advocacy, other legal assistance services, translation services, and outreach.

## 2.0 PARTICIPANT ELIGIBILITY

As of July 2012, there were 431,612 people in CalWORKs and 107,593 on General Relief (GR) and GROW. Of these populations, approximately 3,000 CalWORKs Participants and approximately 40 GR Participants per year receive DV Services. Of the GROW population, approximately 20 Participants per month receive DV services.

The CalWORKs population is reflected by Supervisorial Districts in the following manner:

Supervisorial District	Number of CalWORKs Participants	Estimated Number of CalWORKs Participants who receive DV Services
First	105,740	750
Second	140,231	990
Third	51,233	360
Fourth	61,987	450
Fifth	62,938	450
Unknown	9,483	0
Total	431,612	3,000

## 2.1 CALWORKS

Contractor shall determine CalWORKs Participant's initial and on-going eligibility to the DVSS Program by adhering to the procedures outlined



throughout the Contract which relate to the completion and submission of DPSS forms and the maintenance of documentation.

Contractor shall not bill or receive payment for any services provided to persons for which these procedures and documentation requirements are not adhered to, and shall not count towards the Performance Outcomes detailed in this Statement of Work, Section 7.0.

Contractor shall ensure CalWORKs Participant is eligible for the DVSS Program. To qualify for DVSS, each CalWORKs Participant shall be a victim of domestic violence by a current/past spouse or intimate partner. For purposes of this Contract, the abuse may be current or have occurred in the past. The eligible population includes the following participants:

- CalWORKs WtW Participants referred by DPSS.
- CalWORKs WtW Participants not directly referred by DPSS but through the reverse referral process.
- Refugee Employment Program (REP) Referrals for Refugee Cash Assistance (RCA) Participants.
- Non-Custodial Parents.
- Former CalWORKs WtW Participants Receiving Post-Employment Services (PES).
- Post-Time Limited (PTL) CalWORKs WtW Participants.
- Battered Non-Citizen Participants.
- Other Participants.

## **2.2 GR AND GROW**

Contractor shall determine GR and GROW Participant's initial and on-going eligibility to the DVSS Program by adhering to the procedures outlined throughout the contract which relate to the completion and submission of DPSS forms and the maintenance of documentation.

Contractor shall not bill or receive payment for services provided to persons for which these procedures and documentation requirements are not adhered to, and shall not count towards the Performance Outcomes detailed in this Statement of Work, Section 7.0.

Contractor shall ensure a GR and a GROW Participant is eligible for the DVSS Program. To qualify for DVSS, each GR and GROW participant shall be a victim of domestic violence by a current/past spouse or intimate

partner. For purposes of this Contract, the abuse may be current or have occurred in the past. The eligible population includes the following participants:

- GROW Participants Referred by DPSS.
- GR/GROW Participants Not Directly Referred by DPSS.

GR and GROW Participants are not eligible to receive Shelter Bed Night Services provided under this Contract.

### **2.3 NO CLIENT FEES**

Contractor shall not charge a DVSS Participant any fees/costs for any services provided to the DVSS Participant under this Contract.

Contractor may accept voluntary contributions from DVSS Participants. However, Contractor shall not be coercive and any receipt of these contributions from a DVSS Participant shall be pre-approved by DPSS.

### **2.4 CIVIL RIGHTS COMPLIANCE**

Contractor shall provide services to non-English and limited English proficient Participants using bilingual staff or Translation Services. Contractor shall not require Participants to provide their own interpreter at any time. The most common non-English languages required by Participants are: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.

### **2.5 NO MANDATORY PARTICIPANT DUTIES**

Contractor shall not mandate Participant to perform duties in order to receive services. Examples of the duties a Participant is not to be mandated to perform include, but are not limited to, work related to the upkeep and/or maintenance of Contractor's facilities, office work or clerical duties, and childcare.

The only exception is for Participants who are residents at a shelter operated by Contractor. Minimal duties may be allowed if Contractor's written policy and procedures relating to such duties are submitted in writing to DPSS Contract Management Division and written approval is issued by DPSS prior to the implementation of said duties, policies, and procedures.

### **2.6 PARTICIPANTS ACCESSING MULTIPLE CONTRACTORS**

Participant is eligible for services based on his/her service needs. Participant may simultaneously access Case Management and Legal

Services. However, Participant cannot receive case management services at more than one (1) DVSS Contractor, at the same time.

Contractor shall ask Participant during intake whether the Participant is/has received services from any other DVSS contractor and/or agency. When possible services should be coordinated with other agencies to ensure that families are not subjected to conflicting service goals, etc. If a Participant is receiving Case Management services from one DVSS contractor, he/she shall not be eligible for Case Management Services at another DVSS contractor until he/she notifies the first DVSS contractor. Once the DVSS contractor has been notified, the Contractor shall complete CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B) and submit to the GSW within five days of notification.

## **2.7 OBTAINING PARTICIPANT'S CALWORKS OR GR/GROW CASE NUMBER**

During intake, Contractor shall ask for and obtain from Participant his/her CalWORKs or GR/GROW case number. Most Participants carry their Electronic Benefits Card (EBT) with them, which includes the Participant's case number.

Contractor shall obtain the name, DPSS office location, and phone number of the Participant's Gain Services Worker (GSW), GAIN Case Manager (GCM) or GROW Case Managers from the Participant. If the Participant is only able to provide the name of the GSW/GCM/GROW Case Manager and CalWORKs or GR/GROW case number, the other information may be obtained by calling the DPSS Central Helpline at (877) 481-1044.

## **2.8 CALWORKS AND GR/GROW PARTICIPANTS RESIDING OUTSIDE LOS ANGELES COUNTY**

If a CalWORKs WtW or GR/GROW Participant who resides in another county moves to Los Angeles County, he/she is not eligible for DVSS under this Contract until his/her case has been transferred to a Los Angeles County DPSS office.

After Participant has transferred to a Los Angeles County DPSS office, all eligibility and verification procedures and documentation requirements detailed in this Statement of Work shall apply.

## **3.0 REFERRALS**

### **3.1 DPSS REFERRALS**

DPSS referrals to DVSS Case Management and Legal Service shall be conducted by utilizing a listing of all DVSS contractors. DPSS staff shall

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initiate a call the Contractor for an appointment on behalf of the Participant. Contractor shall coordinate scheduling Participant appointments for direct referrals from DPSS.

3.1.1 Contractor Requirements for CalWORKs Participants Directly Referred by DPSS

Contractor shall perform the following steps to determine and validate the CalWORKs Participant's DVSS eligibility:

- Obtain a copy of CalWORKs Specialized Supportive Services Provider Referral (GN 6006B), from the Participant or DPSS GSW/GCM.
- Complete Page 2, Section B of CalWORKs Specialized Supportive Services Provider Referral/Results (GN 6006B), and fax the completed form to the DPSS GSW within five business days of Participant's intake.
- Retain a copy of the completed CalWORKs Specialized Supportive Services Provider Referral/Results (GN 6006B), in the Participant's case file.
- Complete a Client Intake form and a written DV Assessment for all Participants referred for DVSS.
- Maintain clear written documentation of the Participant's situation and service level need.
- Provide Participant with CalWORKs Child Care Program brochure (ST1-32) to inform Participant of available child care supportive services.
- Ensure component is open for at least one day of a service month to establish eligibility for entire month.

3.1.2 Contractor Requirements for GR/GROW Participants Directly Referred by DPSS

Contractor shall perform the following steps to determine and validate the GR/GROW Participant's DVSS eligibility:

- Receive a copy of General Relief Domestic Violence Services Referral (ABP 1467 DVS) from the GROW Case Manager via confidential fax or U.S. mail.

- Complete the General Relief Domestic Violence Services Referral (ABP 1467 DVS) and fax it to the GROW Case Manager within five business days of the Participant's intake.

The General Relief Domestic Violence Services Referral (ABP 1467 DVS) must indicate the following information: Participant failed to show for appointment or Participant showed for appointment; further services are not required or treatment began on; expected duration, required hours per week, and completion of the domestic violence services only type box.

- Retain a copy of the completed General Relief Domestic Violence Services Referral (ABP 1467 DVS) in the Participant's file.

### 3.1.3 DPSS Direct Referral Log

Contractor shall maintain a log indicating all referrals received directly from DPSS. The log shall contain the following information:

- Participant's Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor's Participant Case Number
- DPSS Referring Office
- Copies of CalWORKs Specialized Supportive Services Provider Referral/ Results (GN 6006B)
- Participant Intake Date, "No Show" or Date of rescheduled appointment (i.e., Participant did not access services or failed to show-up to receive services)

## 3.2 REVERSE REFERRALS

Reverse referrals are considered Participants who access DV services without directly being referred or given an appointment by DPSS. Contractor may identify a Participant as potentially eligible to CalWORKs, GR or GROW and inquire on eligibility to the CalWORKs, GR or GROW DVSS program utilizing the Reverse Referral process below.

### CalWORKs Participants

Contractor shall complete, submit the CalWORKs Treatment/Services Verification (PA 1923), and retain a copy of the completed PA 1923, as indicated on the form, within ten days, Contractor shall receive an

acceptance/approval or rejection of the PA 1923 submission, via the Provider Notification Letter. If approved, the effective date of eligibility is the date the PA 1923 was signed by the Participant or, the effective date of CalWORKs aid for the Assistance Unit, whichever is later.

### **GR and GROW Participants**

Contractor shall complete the General Relief Domestic Violence Services Verification Form (ABP 127) legibly with Participant's signature and fax the form within five business days of the intake appointment/initial contact with the Participant to the GROW DVSS Representative whose contact information will be provided by the County Contract Administrator.

Within ten business days, Contractor shall receive a response to the General Relief Domestic Violence Services Verification Form ABP 127 submission. The valid form shall be completed and sent to either GR Program (unemployables) or GROW Program (employables).

If eligible, for GROW, Contractor shall receive a General Relief Domestic Violence Services Referral (ABP 1467 DVS). Contractor shall complete and return the General Relief Domestic Violence Services Referral (ABP 1467 DVS) within ten business days of receipt from the GROW Case Manager.

## **3.3 CASE MANAGEMENT AND LEGAL SERVICES REFERRALS**

Case Management Contractors shall have a written protocol to refer Participants to Legal Services upon the request of the Participant or if the Case Management Contractor determines that Legal Services assessment is advisable.

Legal Services Contractors shall have a written protocol to refer DPSS Participants to a DVSS Case Management Services contractor.

Legal Services Contractors shall collaborate with Case Management Services contractors to integrate Case Management Services into Legal Services within thirty (30) but no longer than ninety (90) days from the Legal Services Intake day, depending on the Participant's DV situation.

## **3.4 SERVICES WITHOUT UNDUE DELAY**

Upon commencement of Contract, Contractor shall have systems and policies in place to assure that no Participant or potential Participant waits more than five business days to receive an intake after first point of communicating with Contractor, and no more than two workdays or immediately in emergency situations. Contractor shall maintain a copy of

all systems and policies on file and make these available for monitoring purposes.

Contractor shall have systems and policies in place to immediately identify Participants or potential Participants in emergency situations and provide assistance as soon as possible.

Contractor shall return all telephone calls received from Participants within two (2) business days.

#### **4.0 CASE MANAGEMENT SERVICES**

**4.1 CASE MANAGEMENT SERVICES INCLUDE THE FOLLOWING SERVICES:** assessment, safety plan, service plan, childcare/youth activities, counseling service, support group service, life skills education, DV education classes, shelter bed night service, Healthy Living Program (HLP) services, translation services, court support/restraining order service (optional), licensed therapy (optional), outreach and referrals.

#### **4.2 REQUIRED CASE MANAGEMENT SERVICES**

##### **4.2.1 Intake**

Contractor shall conduct an interview and complete a Client Intake form (created by the Contractor) for all Participants in order to obtain Participant information and determine Participant's immediate need.

##### **4.2.2 Assessment**

Contractor shall conduct an assessment of every new Participant to determine the Participant's need(s) by using the DV Assessment Tool developed by Contractor. This tool shall include but is not limited to the information needed in order to develop, a Service Plan and a Safety Plan tailored to the Participant's needs and circumstances. The assessment shall include narrative information supporting the selected goals and objectives for the Participant.

Contractor shall ask every new Participant whether he/she is involved in multiple services, i.e., receiving services from other DVSS Contractor(s) for Case Management or Legal Services, from other sources, and/or County Departments. DVSS should be coordinated with other agencies to assure that DV families are not subjected to conflicting service goals. Contractor shall inform Participant that he/she will not be eligible for services in the same component until he/she notifies the other DVSS Contractor of the change so that the GN 6007B, CalWORKs Supportive Services



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Enrollment Termination Notice, is submitted to the DPSS GSW/GCM or GR/GROW Case Manager.

Contractor shall re-open the case for a returning Participant only if returning within the same Calendar Year and update the Assessment, Service Plan and Safety Plan, as deemed necessary.

Contractor shall be allowed up to 30 days after the Assessment to complete the Safety Plan, Service Plan and to engage Participant in the array of DVSS. This shall provide the Contractor with sufficient time to assign the Participant to the appropriate services based on the Service Plan.

#### 4.2.3 **Safety Plan**

The Safety Plan shall be created by the Contractor in consultation with the Participant. The Safety Plan shall document the Participant's plan during a crisis/emergency. The Safety Plan shall be explained and discussed during initial intake if appropriate, at Assessment and subsequently during discharge.

#### 4.2.4 **Service Plan**

The Service Plan shall be created to empower the Participant to engage in services to accomplish the desired goals. A thorough Service Plan incorporates the results of the Assessment.

The Service Plan shall include the type of services, number of sessions and duration of services to be provided (e.g. Counseling, DV Education, Life Skills, Support Group, HLP) by Contractor. The Service Plan shall also indicate the other services that Contractor will refer the Participant to, such as Legal Services.

#### 4.2.5 **Childcare/Youth Activity Services** (CalWORKs Participants Only)

Childcare/Youth Activity Services is an on-site supervision of the CalWORKs Participant's minor children while the Participant is receiving DVSS from the Contractor. This may include leading or overseeing the minors in any educational or recreational activities.

Contractor shall not utilize other Participants to provide Childcare or Youth Activity Services under any circumstances.

Contractor shall not utilize these services to replace childcare services provided under the DPSS CalWORKs WtW Program (e.g. Stage 1 Child Care).



Contractor shall refer Participants requiring child care services to DPSS for child care supportive services.

Contractor shall provide Childcare/Youth Activity Services in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the Childcare/Youth Activity Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of specific services provided (e.g., “daycare,” “homework lab, “organized sports,” etc.)
- “CYA” noted for Childcare/Youth Activities
- Time spent providing the service based on one (1) hour increments
- Participant’s Information
  - First initial of first name
  - CalWORKs Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

#### **4.3 SERVICES PROVIDED BASED ON PARTICIPANT NEED**

The Service Plan shall document the Participant’s need for the below services and the number and duration of such services.

##### **4.3.1. Counseling Services**

Counseling Services are Participant centered individual, family, or group counseling and education provided by a para-professional trained specifically in Domestic Violence counseling (with required staff supervision) and focused on methods for enhancing, empowering and motivating DVSS Participant to build positive behaviors (i.e., increase safety; address his/her emotional, social, vocational, educational, and health needs; promote the recovery of the adult survivor/children from the immediate and long-term effects of domestic violence; identify and achieve personal and emotional well-being).

Contractor shall provide Counseling Services in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the Counseling Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description counseling format, (i.e., “group”, “individual”, “family”, “child/adolescent”)
- “CS” noted for Counseling Service
- Time spent providing the service based on one (1) hour increments
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number
- Other progress and/or barriers to safety and/or changes.

#### 4.3.2 Support Group Services

Support Group Services are meetings between Contractor staff and two (2) or more Participants at the same time with group discussion topics, activities, and special events that address myths associated with abuse and to affirm each Participant’s positive image, (i.e., share their domestic violence experiences, listen and learn from other Participants, and offer support and encouragement to women in similar situations).

A paid staff member must be present at all times during Support Group Sessions.

Contractor shall provide Support Group Services in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the Support Group Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- “SG” noted for “Support Group”
- Time spent providing the service based on one (1) hour increments
- Participant’ Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

- Other progress and/or referrals that are aligned with the Participant's individual Service Plan, goals, and objectives

#### 4.3.3 Life Skills Education Services

Life Skills Education Services are intended to increase self-reliance, self-confidence, independence, and accountability by acquiring skills necessary to live free from violence. Services include, but are not limited, to, parenting education, independent living skills, and/or household establishment skills. These skills are taught to Participants on an individual basis or in a group/classroom setting. (A group for purposes of payment is defined as two or more Participants.)

Contractor shall ensure staff providing this service have DV 40 hour training course that meets the requirements of California Evidence Code Section 1037.1

Contractor shall provide a written curriculum within thirty (30) days for the start of this Contract. Contractor shall develop its own written curriculum that include the following:

- Parenting education:
  - Non-violent parenting skills
  - Child development, teaching children about home and personal safety, i.e., dialing 911
  - Assisting children with homework
  - Encouraging educational family activities
  - Communication
  - Positive discipline
  - Nutritional feeding techniques
  - Empathy
  - Conflict resolution skills
- Independent Living Skills:
  - Healthy relationship building skills, including birth control and safe-sex practices
  - Healthy coping skills, exercise, reading, utilizing crisis hotlines
  - Reaching out to friends and family
  - Accessing counseling services as needed

- Assist in obtaining educational credentials, i.e., GED, driver education, and other work-related activities
- Assist in obtaining school loans, scholarships and/or other funding for educational purposes
- Appropriate professional attire
- Communication
- Problems solving skills
- Ability to access vital resources through role-playing, direct advocacy social services, healthcare, education, housing, transportation, etc.
- Household establishment skills education:
  - Assist in household budgeting, planning, purchasing and preparing of nutritional meals
  - Household furnishings
  - Financial assistance for housing
  - Safety planning at place of work and attending school/job
  - Information/referrals for obtaining home-safety devices, i.e., locks, alarm system, unlisted phone number and addresses, safety deposit boxes for important documents
  - Develop a family budget
  - Develop a long-term financial plan through banking, i.e., keeping a savings and checking account leading towards self-sufficiency
  - Coordinate housing, Section 8 housing, apartments, other independent living or family housing

Contractor shall provide Life Skills Education Services in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the Life Skills Education Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service

- Description topics covered (e.g., “household budgeting,” “nutrition,” child discipline,” etc.)
- “LSE” noted for Life Skills Education
- Time spent providing the service based on one (1) hour increments
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number
- Other progress and/or barriers to safety and/or changes

#### 4.3.4 DV Education Classes

DV Education Classes consist of educating Participants about domestic violence (e.g. definition of DV, cycle of violence, DV myths, dynamics of DV, etc.) to empower them, on group basis. (A class for purposes of payment is defined as two or more Participants.)

Contractor shall provide DV Education Classes in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the DV Education Class was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of issues discussed (e.g., “definition of DV, cycle of violence, DV myths,” etc.)
- “DVES” noted for DV Education/Support
- Time spent providing the service based on one (1) hour increments
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

#### 4.3.5 Shelter Bed Night Services (CalWORKs Participants Only)

Shelter Bed Night Service is a service only for a CalWORKs Participant and his/her minor children at a DV shelter operated by

Contractor or at a licensed commercial lodging establishment that operates with security precautions (i.e., security guard, video surveillance, etc.).

Contractor may only provide Shelter Bed Night Services to a CalWORKs Participant and his/her children.

Contractor shall maintain documentation with the following information to verify that the Shelter Bed Night Service was provided:

- Date(s) night(s) service was provided
- Signature and name of individual(s) who provided, arranged or oversaw the service (e.g., conducted check-in or sign-in or issued commercial voucher)
- “SBN” noted for Shelter Bed Night
- Detailed receipt if commercial lodging. Address may be blocked out.
- Participant’s Information
  - First initial of first name
  - CalWORKs Case Number
  - Year of Birth
  - CONTRACTOR’S Participant Case Number

Contractor shall provide Shelter Bed Night Services for up to a family of four not to exceed \$65 per night, plus \$15 for each additional person, for a maximum amount of \$125 per night.

Contractor shall be limited to billing a maximum of 30 total nights for this service provided to each Participant during a consecutive twelve month period.

#### 4.3.6 Translation Services

Translation Services are associated with Contractor using a translator or translation services (e.g., Tele-Interpreter or Open Communications International, TDD device or telebraille equipment) to provide direct services to a Participant in a language other than English. Translation can be written and/or oral.

Contractor shall provide Translation Services to non-English and limited English proficient Participants using bilingual staff, a translation services or other DPSS-approved translation method.

Contractor shall not require Participant to provide their own interpreter at any time. The most common non-English languages

required by Participants are: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.

Contractor shall invoice only for translation services, if bilingual staff are not available. An example of an exception of the Translation Services service is as follows:

*Mary is an employee of the Contractor. She speaks Spanish and English. Helen is a Participant whose primary/ native language is Spanish. Mary provides counseling services in Spanish to Helen. Contractor should not report Translation Services provided; however, the Contractor may invoice for the Counseling Service.*

Contractor shall provide Translation Services in increments of 15 minutes.

Contractor shall maintain documentation with the following information to verify that the Translation Service was provided:

- Date service was provided
- Name and Affiliation of the individual who provided the service
- Service unit that was translated (e.g., “Case Management Services,” “Counseling,” etc.)
- “TS” noted for Translation Services
- Time spent providing the service based on 15 minute increments
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - CONTRACTOR’S Participant Case Number

#### 4.3.7 Referral to Legal Services

Contractor shall notify the Participant of the availability of Legal Services and recommend these services as needed. A list of contracted DVSS Legal Service providers may be obtained by the GSW or GCM.

Contracted DVSS Legal Service providers shall refer CalWORKs WtW and GR and GROW Participants to a Supportive Services Case Management contracted provider to access Case Management services.

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## 4.4 OPTIONAL SERVICES

### 4.4.1 Court Support/Restraining Order Services

Contractor may provide Court Support/Restraining Order Services to DVSS Participants; however, this service cannot be duplicated and billed for under the Legal Services Component.

Contractor shall maintain on file all court forms and written policies and procedures prepared for or provided to Participant for monitoring review.

Contractor shall provide Court Support/Restraining Order Services in increments of one (1) hour.

Contractor shall provide Court Support/Restraining Order Services by acting as a scrivener. Court Support/Restraining Order Services do not have to be provided by a California licensed attorney. Court Support/Restraining Order Services do not include giving legal advice or legal information or representing anyone in court.

Contractor shall maintain documentation with the following information to verify that the Court Support/Restraining Order Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided the service
- Description of specific services provided (e.g., “accompanied to court for temporary restraining order,” “Discussed safety plan for court appearance,” “explained general court process,” etc.)
- “CRT” noted for Court Support or “RO” noted for Restraining Order
- Time spent providing the service based on one (1) hour increments
- Participants Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number



#### 4.4.2 Licensed Therapy Services

Contractor may provide Licensed Therapy Service by one of the following individuals who is licensed by the California Board of Behavioral Sciences (BBS):

- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage and Family Therapist (LMFT). This does not include a Marriage and Family Therapist (MFT) Intern registered with the BBS or an Associate Clinical Social Worker (ACSW) registered with the BBS.
- Licensed Educational Psychologist (LEP)

Contractor shall provide licensed therapy services in increments of one (1) hour.

Contractor shall maintain documentation with the following information to verify that the Licensed Therapy Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description counseling format (e.g., “group,” “individual,” “family,” “child/adolescent”)
- “LT” noted for Licensed Therapy
- Time spent providing the service based on one (1) hour increments
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

#### 4.5 OUTREACH SERVICES

Outreach Services are provided to groups or individuals in order to educate and increase awareness of domestic violence.

Contractor shall provide community outreach services to the community at large that include target population groups, human services agencies, and individuals and families who are not clients.

Contractor shall be paid a flat monthly fee to provide outreach services.

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Contractor shall provide outreach activities at community colleges, faith-based organization, social and health services agencies, and community gatherings.

#### **4.6 GAIN ORIENTATION PRESENTATION**

Contractor shall participate in GAIN Orientation Presentations and shall provide information on the availability of DVSS during the presentations.

DPSS shall provide a schedule of the GAIN Orientation Presentations that Contractor shall present per year. The schedule shall include the location, date and time of the presentations.

Contractor shall provide GAIN Orientation Presentation in increments of one presentation.

Contractor shall maintain the following documentation to verify that the GAIN Orientation Presentation was provided:

- A tracking log that includes at a minimum the following information: date and time of presentation, subject matter covered during presentation, names and contact information of attendees (or sign-in sheet), and name of Contractor's staff conducting presentation.
- The tracking log for each month shall be retained on file for monitoring review.

#### **4.7 HEALTHY LIVING PROGRAM SERVICES (CalWORKs Participants Only)**

Healthy Living Program (HLP) Services is a holistic approach aimed at balancing many different aspects of a Participant's life. HLP promotes the overall well-being of individuals, including their mental and physical health, to help them cope with the stressors and challenges of daily life. HLP offers preventative strategies that can be effective in preventing or reducing the onset of physical and emotional conditions that may prevent individualized progress towards healthy lifestyles.

HLP services are to be provided between January 1, 2013 or date of contract execution, whichever is later, until June 30, 2013, unless additional funding becomes available.

The HLP focuses on the following six categories of behaviors that influence a person's overall wellness. Contractor shall provide services or training in the six categories listed below.

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CalWORKs Participants may access HLP services for 12 weeks. Contractor shall provide HLP services for a minimum of two hours weekly.

**4.7.1 Emotional Well Being**

- a) Listening to the Consciousness
- b) Healthy Forgiving Practices
- c) Positive Detachment
- d) Positive Acceptance
- e) Self-Assessment
- f) Self-esteem
- g) Self-control
- h) Stress/Anxiety Management

**4.7.2 Support Network**

- a) Reducing isolation of Participants and/or children through social and recreational activities in a group setting (e.g. book clubs, social clubs)
- b) Modeling positive interpersonal relationships via structured group activities
- c) Developing interest and activities outside the DV relationship (e.g. develop personal hobbies)

**4.7.3 Personal & Family Relationship**

- a) Setting Positive Boundaries
- b) Building a Support System
- c) Positive Communication Skills
- d) Managing Conflicts
- e) Modeling appropriate behaviors

**4.7.4 Financial Planning/Education**

- a) Saving Money
- b) Managing Debt
- c) Workshops conducted by financial experts
- d) How to obtain housing
- e) Help with sub-standard credit

**4.7.5 Physical Health**

- a) Yoga
- b) Meditation/Breathing Exercises
- c) Personal Hygiene
- d) Stretches
- e) Walking Programs
- f) Health Care

**4.7.6 Work/Career**

- a) Basic Skills Training
- b) Goal Setting/Planning
- c) Volunteer Opportunities

- d) Employment Goals
- e) Career Education Planning
- f) Work Ethics
- g) Time management
- h) Organizational Skills

Contractors shall develop and submit a written curriculum to the County Contract Administrator for approval. Upon approval, HLP services may commence.

Contractor shall provide a Certificate of Completion to each Participant who successfully completes the HLP. A Participant's active Participation in the HLP services for a minimum of ten full sessions shall be deemed successful completion.

Contractor shall develop and provide pre and post questionnaires to reflect the following outcomes:

- Enhanced knowledge of coping skills
- Enhanced knowledge of interpersonal skills
- Enhanced knowledge on how to manage conflicts
- Enhanced knowledge on positive parenting skills
- Enhanced knowledge of appropriate modeling behaviors
- Enhanced knowledge of personal and financial resources
- Enhanced knowledge of job skills and job readiness

Contractor shall maintain documentation with the following information to verify that the HLP services were provided:

- Date service was provided
- Name and Affiliation of the individual who provided the service
- Service unit that was provided (e.g., "Case Management Services," "Counseling," etc.)
- "HLP" noted for Healthy Living Program
- Time spent providing the service based on one (1) hour increments
- Participant's Information
  - First initial of first name
  - CalWORKs or GR Case Number
  - Year of Birth
  - Contractor's Participant Case Number

Contractor shall be paid a flat monthly fee to provide HLP services.

## 4.8 SERVICE SITES

Contractor shall continuously manage and operate the site(s) at the location(s) contracted to provide services set forth in this Contract.

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

Contractor shall maintain the building and surrounding areas shall be maintained in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.

### 4.8.1 Hours of Operation

Contractor shall be available to service Participants Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at the service site within the Supervisorial District in which it is funded. In addition, Contractor shall make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to Program services and enhance the likelihood of a Participant achieving his/her goals. The following or similar wording shall be communicated to all Participants in writing and verbally and shall be posted in a highly visible area in the Walk-In Center:

*“If it is difficult to come here during our regular days and hours of operation, tell us and we will try to accommodate you so you can reach your goals.”*

### 4.8.2 Drop-In Center

Contractor shall operate a Drop-In Center that is physically located in the Supervisorial District for which it is being funded. The Drop-In Center shall provide Participants with the services detailed in this Appendix A.

Contractor shall provide the address of the Drop-In Center to DPSS. Contractor shall not turn away Participants who arrive at the Walk-In or Drop-In Center without an appointment or referral.

Contractor should make good faith efforts to assist every Participant and assess his/her needs as soon as possible. The purpose of the Drop-In Center is to provide a place where Participants can easily access services with little or no prior planning involved. Contractor shall have processes in place to maximize meeting this Program focus.

#### 4.8.3 Health and Fire Inspections

Contractor understands and agrees that County may have the appropriate Department of Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

#### 4.9 STAFF

Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff required under this Contract and any other applicable staffing requirements which are necessary to provide services hereunder. Contractor's personnel shall meet qualifications as provided through this Contract, Contract amendments, and Administrative Directives.

##### 4.9.1 Mandatory Program Requirements Review

Contractor staff who is compensated with funds received through this Contract shall attend the DPSS Domestic Violence Contractor Program Requirements Review training. The training shall be completed within the first quarter of the year or for individuals new to the Contractor's organization or Contract, within three months of hire as part of the Contract workforce. Contractor shall maintain staff's individual certificates of completion in staff's personnel file for monitoring review.

#### 4.9.2 Mandatory 40 hour DV Training

Contractor shall ensure that all staff providing services to Participants, have successfully completed 40 hour Domestic Violence training defined in California Evidence Code Section 1037.1

#### 4.9.3 Case Management Staff

Contractor providing Case Management services shall have a Contractor Project Manager supervising and overseeing all staff and services provided under this Component.

All Contractor's staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.

Contractor shall also have at least one Direct Services staff, defined as any staff providing Case Management services directly to Participants, who is physically based at Contractor's program site(s) within the Supervisorial District in which it receives funding to provide the Component services.

Contractor's Contractor Project Manager and Direct Services Staff shall each devote a minimum of 20 hours a week to the Contract and shall be reflected on the Contract Budget.

### **4.10 CLIENT RECORDS**

Contractor shall maintain a current and comprehensive case file for each Participant interviewed and serviced. The Participant's case file, at minimum, must contain the following documents:

#### A. ALL PARTICIPANTS

1. Client Intake form (created by the Contractor),
2. Assessment (created by the Contractor),
3. Service Plan (created by the Contractor),
4. Safety Plan (created by the Contractor),
5. outcome measures,
6. progress notes with service delivery dates,
7. program evaluation measures,
8. discharge summary, and
9. client satisfaction survey.

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- B. CALWORKS PARTICIPANTS
    - 1. Screening for Potential CalWORKs Eligibility (PA 1206),
    - 2. CalWORKs Treatment/ Services Verification (PA 1923),
    - 3. CalWORKs Specialized Supportive Services Provider Referral/Results (GN 6006B),
    - 4. Notification of Change from Specialized Supportive Services Provider (GN 6007A),
    - 5. CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B), and
    - 6. Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008).
  
  - C. GR and GROW PARTICIPANTS
    - 1. General Relief Domestic Violence Services Verification Form (ABP 127)

GROW Participants Only

    - 2. General Relief Domestic Violence Services Referral (ABP 1467 DVS), and
    - 3. General Relief Opportunities for Work Progress Report DVS (ABP 1469 DVS).

In addition to other confidentiality requirements set forth in this Contract, Contractor shall maintain DV Participant's case file in either a locked file cabinet or in a secure room to ensure confidentiality.

Contractor shall ensure confidentiality and provide secure storage, access, and disposal of Participant records for five years after the contact has terminated.

#### **4.11 CALWORKS WtW AND GROW PARTICIPANTS ENGAGE IN CONCURRENT WtW ACTIVITIES OR GROW ACTIVITIES**

##### **4.11.1 CALWORKS PARTICIPANTS**

- A. Contractor shall develop a protocol for evaluating progress, completion of services, and referrals to other WtW activities. Contractor shall recommend participation in concurrent WtW activities using the Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008). The completed progress report shall be submitted to the GSW/GCM on a quarterly basis.



- B. Participation in a concurrent WtW activity includes the Participant having completed one or more of the following activities during the service period but before exiting DVSS:
  - 1. Vocational assessment
  - 2. Specific vocational training classes or higher education classes for a degree program
  - 3. Educational training such as literacy, educational testing, English as a Second Language (ESL) classes, or GED classes
  - 4. Volunteer or participate in an internship program
  - 5. Pre-Employment-related services such as job readiness training, job search or job placement
  - 6. Subsidized or unsubsidized (salaried) employment

#### 4.11.2 GROW PARTICIPANTS

- A. Contractor shall develop a protocol for evaluating progress, completion of services, and referrals to other WtW activities. Contractor shall recommend participation in concurrent GROW activities using the General Relief Opportunities for Work Progress Report DVS (ABP 1469 DVS), monthly progress report. The completed progress report shall be submitted to the DPSS GROW Case Manager.
- B. Participation in a concurrent WtW activity includes the Participant having completed Pre-Employment-related services such as job readiness training, job search or job placement during the service period but before exiting DVSS.

4.11.3 Contractor shall ensure Participant's file contains documentation that includes notes of the Participant's progress in the given activity and gauge the overall success towards reaching the goals. In addition, the documentation shall include specifics such as date, time, and name type of concurrent activity.

## **4.12 REPORTING**

### **4.12.1 CalWORKs Progress Reports**

Contractor shall develop a protocol for evaluating progress and completion of the range of services necessary for the Participant to achieve desired goals with positive outcomes. The type and duration of services is based upon the needs and choices of the Participant.

Protocol shall consist of desired goal(s) and objectives along with a scale for determining appropriate progress. Documentation shall include notes that record Participant's progress in the given activity and gauge the overall success in attaining the goal. In addition, documentation shall include specifics such as date, time and duration of contact, name or type of service component/activity.

Every ninety (90) days, from the date services began, Contractor shall monitor for receipt of CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008) for each Participant currently receiving services from the CONTRACTOR.

Contractor shall complete, return and fax CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008), within 15 calendar days of receipt.

Retain a signed copy of CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008) and a copy of the fax confirmation in the Participant's file.

Contractor shall contact the SSS GAIN Liaison to request CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008), if CONTRACTOR does not receive the form within the indicated time frame.

### **4.12.2 GROW Progress Reports**

Contractor shall monitor for receipt of DVS, General Relief Opportunities for Work Progress Report DVS (ABP 1469), which is mailed directly to the Contractor by DPSS.

Contractor shall complete the form and indicate whether the Participant is participating and maintaining progress and/or is able

to participate in a concurrent WtW activity or has successfully completed DVSS.

Contractor shall fax the completed DVS, General Relief Opportunities for Work Progress Report DVS (ABP 1469) to the GROW Case Manager within five business days of receipt.

Contractor shall contact the GROW Supportive Services Liaison for a copy or replacement if Contractor does not receive DVS, General Relief Opportunities for Work Progress Report DVS (ABP 1469). A list of GROW Supportive Services Liaisons will be provided by the County Contract Administrator after contract execution.

#### **4.12.3 GR/GROW End of Service/Program Goal Attainment Reports**

Contractor shall track Participant's achievement of the DVSS goals. Contractor shall develop its own assessment tools to evaluate Participant's progress. Contractor shall complete Participant Outcome Form for each DV Participant, when the DV Participant ceases to access services and forward to DPSS Contract Management Division by the 10<sup>th</sup> the month following the report month.

#### **4.12.4 GR Participants**

General Relief Opportunities for Work Progress Report DVS (ABP 1469) is not required, nor will one be sent for GR unemployable Participants.

### **5.0 LEGAL SERVICES**

Legal Services (LS) shall be offered and may be provided to Participants and upon any Participant's request during his/her participation in DVSS, as described in this Statement of Work.

LS Contractor shall provide clear documentation of each Participant's DV situation, whether past/current, from the initial intake to DVSS through discharge. Documentation shall include ongoing interaction to evaluate the effectiveness of the service plan, the projected length of service, start date, time and duration, name of staff providing the services, contact number or type of legal service provided.

LS Contractor shall provide Legal Services under the supervision of attorney licensed to practice in the State of California. Legal advice shall only be provided by the LS CONTRACTOR's qualified attorney.

LS Contractor shall, provide: one initial assessments and, two initial consultations at the shelter and/or drop-in center, once a month, coupled with a one day hotline

phone intake/consultation. Intake may be performed by paralegals. Once intake has been completed, the attorney shall meet the Participant in person at the DVSS Case Management Services provider site, the DV Shelter-Based Service Provider, or other site for the Participant's convenience to follow-up on the legal case.

LS Contractor shall provide Legal Service in increments of 15 minutes.

LS Contractor shall not permit Participants to provide services to other Participants under this Contract or as part of any other services the Contractor provides.

LS Contractor shall ensure the written documentation requirements are not in conflict with the relevant California State laws regarding Attorney-Client confidentiality and the Attorney-Client and Attorney-Work Product privileges.

## **5.1 LEGAL SERVICE ASSESSMENT AND SERVICE PLAN**

### **5.1.1 INTAKE**

LS Contractor shall complete an intake/registration for all Participants receiving DVSS Legal Services. Intake/registration forms are designed by each individual LS Contractor.

LS Contractor shall maintain a case file for each Participant who received an Intake which shall contain all the following documents:

1. Client Intake form (created by the Contractor)
2. Screening For Potential CalWORKs Eligibility (PA 1206)
3. CalWORKs Treatment/Services Verification (PA 1923)
4. CalWORKs Specialized Supportive Services Provider Referral/ Results (GN 6006B)
5. CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B)
6. Notification of Change From Specialized Supportive Services Provider (GN 6008)

### **5.1.2 ASSESSMENT AND DEVELOPMENT OF SERVICE PLAN**

LS Contractor shall conduct an initial assessment/consultation to identify the Participant's DV situation, legal problem(s) and the type of legal services needed to develop the Service Plan, goals, and objectives for a successful outcomes. The Legal Services Plan shall specify the objectives to be met (e.g. restraining order in place, child support order obtained).

### 5.1.3 COORDINATION WITH CASE MANAGEMENT PROVIDER

LS Contractor shall refer all LS Participants to a Case Management Contractor for DVSS Case Management Services. It is highly recommended that all DV Participants receiving LS services also be assessed by and receive services from a Case Management Contractor. In the event that Participant does not choose to obtain such services or in an emergency, LS Contractor shall provide referral services which include counseling, emergency shelter, child care, transportation, healthcare access, pre-employment related services, and other available resources.

## 5.2 SERVICES

LS Contractor shall serve a maximum number of eligible Participants with Legal Services based on agency's capacity and allocated funding within each fiscal year which includes formal legal representation (by Staff Attorneys) to ensure that Participant's rights are preserved and that issues are resolved with the Participant's best interest and safety in mind. Contractor shall also ensure services assist Participants in removing barriers to employment, meeting service plan objectives, and achieving successful outcomes.

LS Contractor shall determine the type and duration of Legal Services based upon the needs of the Participant.

LS Contractor shall monitor Participant's progress and/or removal of barriers to safety.

LS Contractor shall document changes in the Participant's case file. Notes shall be documented in each Participant's file and be in line with each Participant's Service Plan, goal's and objectives.

LS Contractor shall provide advocacy support by coordinating the delivery of all needed supportive services by working closely with Participant, the Case Management Contractor and other community-based service providers, agencies, and/or DPSS to meet Participant's needs.

### 5.2.1 Family Law Services (Divorce and Children Issues)

Family Law Services are defined as legal divorce and children issues such as any combination of the following services in relation to separation and/or divorce that may include, but are not be limited to: paternity establishment, property division, child custody and visitation, and child support.

LS Contractor shall:

- Document clearly the initial consultations, legal advice, and legal/related research.
- Prepare/file court documents/forms.
- Provide Court/alternative dispute resolution representation.
- Prepare Participant for testimony at trial by explaining the basic background of the American Court system procedures.
- Conduct/prepare communications with other involved parties.
- Provide court accompaniment of Participant to family law, and/or civil courts to offer support and information.

LS Contractor shall provide Family Law Services in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Family Law Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of service(s) provided (e.g., “represented in court,” “prepared court documents,” “researched legal/related issues,” etc.)
- “FL” noted for “Family Law”
- Time spent providing the service based on 15 minute increments.
- Name of Attorney and Paralegal providing services to Participant
- Name of Attorney on Record for the services or “Pro Per” noted
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

### 5.2.2 Restraining Order Service

Restraining Order Services are legal services provided to DVSS Participants that are associated with obtaining a DV restraining order, emergency, temporary or otherwise.

LS Contractor shall provide Restraining Order Services, which may include any combination of the following:

- Initial consultation and legal advice.
- Preparation of court documents/forms including filing fees.
- Court representation.

LS Contractor shall provide Restraining Order Services in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Restraining Order Service was provided:

- Date service was provided
- Signature or initials or name of individual(s) who provided service
- Description of service(s) provided (e.g., “represented in court,” “prepared court documents,” “researched legal/related issues,” etc.). Note: copies of all related court documents and restraining orders must be maintained on file and noted as such in the description.
- “RO” noted for “Restraining Orders”
- Time spent providing the service based on 15 minute increments
- Name of Attorney and Paralegal providing services to Participant
- Name of Attorney on Record for the services or “Pro Per” noted
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

### 5.2.3 Immigration Law Services

Immigration Law Services are legal services in connection with Participant's access to services from the United States Citizenship and Immigration Services (USCIS). These are services that assist Participants in obtaining work permits, filing petitions under VAWA, U-Visa or Widow(er) petitions, appeals, and lawful permanent residency issues.

LS Contractor shall provide Immigration Law Services which may include any combination of the following:

- Initial consultations or legal advice.
- Legal or related research.
- Prepare/file USCIS forms, appeals, and court documents, etc.
- Represent parties in court and contact with USCIS.

LS Contractor shall ensure that non-citizen Participants are eligible for CalWORKs or GR pursuant to Subsection 2.0.

LS Contractor shall provide Immigration Law Services in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Citizenship and Immigration Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of service(s) provided (e.g., "represented in CIS hearing/interview," "prepared court documents," "researched legal/related issues," etc.) Note: copies of all related court documents and USCIS forms must be maintained on file and noted as such in the description
- "CIS" noted for "Citizenship and Immigration Services"
- Time spent providing the service based on 15 minute increments
- Name of Attorney and Paralegal providing services to Participant
- Name of Attorney on Record for the services or "Pro Per" noted
- Participant's Information
  - First initial of first name



- CalWORKs or GROW Case Number
- Year of Birth
- Contractor's Participant Case Number

#### 5.2.4 **Benefits Access Assistance Services/Advocacy**

Benefits Access Assistance Services are legal service provided by Legal Service Contractor staff to help DVSS Participants access government benefits to which they are entitled. These BAA services include, but are not limited to helping Participants understand their rights, appealing any administrative law decisions, compensation for medical bills, court fees, troubleshooting, and any services substantially similar to the aforementioned services.

LS Contractor shall provide Benefits Access Assistance Service/Advocacy.

LS Contractor shall work with courts and Victims-Witness Assistance to assist CalWORKs participants.

LS Contractor shall provide Benefits Access Assistance Services/Advocacy in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Benefits Access Assistance Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of service(s) provided (e.g., "represented on phone/in person to agency," "prepared appeal letter," "researched legal/related issues," etc.)
- "BAA" noted for Benefits Access Assistance
- Time spent providing the service based on 15 minute increments
- Name of Attorney and Paralegal providing services to Participant
- Name of Attorney of Records for the services or "Pro Per" noted
- Participant's Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor's Participant Case Number

### 5.2.5 Other Legal Assistance Services

Other Legal Assistance Services are legal service provided by a Legal Services Contractor to assist a DVSS Participants in other legal matters which are limited to the areas of employment law, landlord/tenant issues, and consumer law.

LS Contractor shall provide Other Legal Assistance Services.

LS Contractor shall provide Other Legal Assistance Services in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Other Legal Assistance Service was provided:

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of service(s) provided (e.g., “represented in court”, “prepared court documents”, “researched legal/related issues”, etc.)
- “OLA” noted for “Other Legal Assistance”
- Time spent providing the service based on 15 minute increments
- Name of Attorney and Paralegal providing services to Participant
- Name of Attorney on Record for the services or “Pro Per” noted
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

### 5.2.6 Translation Services

Translation Services are services associated with Contractor using a translator or translation services (e.g., Tele-Interpreter or Open Communications International, TDD device or telebraille equipment) to provide direct services to a Participant in a language other than English. Translation can be written and/or oral.

LS Contractor shall provide Translation Services to non-English and limited English proficient Participants using bilingual staff, a translation services or other DPSS-approved translation method.

LS Contractor shall not require Participant to provide their own interpreter at any time. The most common non-English languages required by CalWORKs Participants are: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.

LS Contractor shall invoice only for translation services, if bilingual Contractor staff are not available. An example of an exception of the Translation Services service is as follows:

*Mary is an employee of the Contractor. She speaks Spanish and English. Helen is a Participant whose primary/native language is Spanish. Mary provides Restraining Order services in Spanish to Helen. Contractor may not bill for Translation Services; however, the Contractor may invoice for the Restraining Order.*

LS Contractor shall provide Translation Services in increments of 15 minutes.

LS Contractor shall maintain documentation with the following information to verify that the Translation Service was provided:

- Date service was provided
- Name and Affiliation of the individual who provided the service
- Service unit that was translated (e.g., “Restraining Order Services,” “Family Law Services,” etc.)
- “TS” noted for Translation Services
- Time spent providing the service based on 15 minute increments
- Name of Attorney and Paralegal providing services to Participant
- Participant’s Information
  - First initial of first name
  - CalWORKs or GROW Case Number
  - Year of Birth
  - Contractor’s Participant Case Number

### **5.3 SERVICE SITES**

Contractor shall continuously manage and operate the site(s) at the location(s) contracted to provide services set forth in this Contract.

Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating

services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be accessible to the public.

### **5.3.1 Hours of Operation**

Contractor shall be available to service Participants Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at the service site within the Supervisorial District in which it is funded. In addition, Contractor shall make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to Program services and enhance the likelihood of a Participant achieving his/her goals. The following or similar wording shall be communicated to all Participants in writing and verbally and shall be posted in a highly visible area in the Walk-In Center:

*“If it is difficult to come here during our regular days and hours of operation, tell us and we will try to accommodate you so you can reach your goals.”*

### **5.3.2 Health and Fire Inspections**

Contractor understands and agrees that COUNTY may have the appropriate Department of Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor’s service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department’s response to COUNTY. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## 5.4 STAFF

Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff required under this Contract and any other applicable staffing requirements which are necessary to provide services hereunder. Contractor's personnel shall meet qualifications as provided through this Contract, Contract amendments, and Administrative Directives.

All Contractor's staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.

### 5.4.1 LS Contractor Attorney-Employee

LS Contractor providing DVSS Legal Services shall have, at a minimum on staff, one full time attorney licensed to practice law within the State of California who supervises and oversees lay staff and provides LS under the Contract. The attorney must be physically based at LS Contractor's service site(s) within the Supervisorial District in which it receives funding and shall be devoted full-time to providing LS service in that Supervisorial District. The Attorney cannot be an independent contractor, private consultant, or volunteer. LS Contractor shall notify COUNTY within one day in writing if at any time this requirement is not being met. In addition, no Legal Services shall be paid if there is evidence that such attorney was not on-staff when services were provided.

If Contractor is contracted to serve more than one Supervisorial District, Contractor shall have at least one full-time attorney allocated to each Supervisorial District

### 5.4.2 Lead/Managing Attorney

LS Contractor shall have at least one (1) attorney who is a full-time employee of Contractor and is based within the Supervisorial District in which funding is received. He/she must be reflected in the LS Contract Budget. Such attorney shall be considered the lead or managing Attorney for LS Contractor in that Supervisorial District.

### 5.4.3 Mandatory Program Requirements Review

Contractor shall ensure that any individual who is compensated with funds received through this Contract shall attend the DPSS DV Contractor Program Requirements Review. The training shall be completed within the first quarter of the FY or for individuals new to

the Contractor's organization or Contract, within three months of hire as part of the Contract workforce.

Contractor shall ensure the training reviews Participants' eligibility verification and documentation requirements, case file documentation requirements, Program and fiscal reporting requirements, and other requirements as detailed in the Contract Statement of Work and Mandated Program Requirements.

#### 5.4.4 Mandatory 40 hour DV Training

Contractor shall ensure that all staff providing services to Participants, have successfully completed 40 hour Domestic Violence training course that meets the requirements of California Evidence Code Section 1037.1

5.4.5 Contractor shall maintain staff's individual certificates of completion in staff's personnel file for monitoring review.

### 5.5 **CLIENT RECORDS**

Contractor shall maintain a current and comprehensive case file for each Participant interviewed and serviced.

Contractor shall maintain DV Participants case file in either a locked file cabinet or a secure room to ensure confidentiality.

In addition to other confidentiality requirements set forth in this Contract, Contractor shall ensure confidentiality and provide secure storage, access and disposal of Participant records for five years after the contract has terminated.

### 5.6 **REPORTING**

#### 5.6.1 **CalWORKs Progress Reports**

Contractor shall develop a protocol for evaluating progress and completion of the Legal Services necessary for the Participant to achieve desired outcomes or the resolution of the legal matter.

Every ninety (90) days, from the date services began, Contractor shall monitor for receipt of CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008) for each Participant currently receiving services from the Contractor.

Contractor shall complete, return and fax CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation

Program Service Provider Progress Report (GN 6008), within 15 calendar days of receipt.

Retain a signed copy of CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008) and a copy of the fax confirmation in the Participant's file.

Contractor shall contact the SSS GAIN Liaison to request CalWORKs Mental Health/Substance Abuse/ Domestic Violence/Family Preservation Program Service Provider Progress Report (GN 6008), if Contractor does not receive the form within the indicated time frame.

### **5.6.2 GROW Progress Reports**

Contractor shall monitor for receipt of General Relief Opportunities for Work Progress Report DVS (ABP 1469), which is mailed directly to the Contractor by DPSS.

Contractor shall complete the form and indicate whether the Participant is participating and maintaining progress and/or is able to participate in a concurrent WtW activity or the legal matter has been resolved.

Contractor shall fax the completed General Relief Opportunities for Work Progress Report DVS (ABP 1469) to the GROW Case Manager within five business days of receipt.

Contractor shall contact the GROW Supportive Services Liaison for a copy or replacement if Contractor does not receive General Relief Opportunities for Work Progress Report DVS (ABP 1469)

## **6.0 DISCHARGE, TERMINATION AND CHANGES**

### **6.1 CalWORKs**

Contractor shall establish a protocol for the discharge/termination of Participants from DV services. This protocol shall include a face-to-face contact (when possible) to complete a discharge summary. Documentation of the discharge summary shall include: reason for completion/ termination; summary of services provided; Participant's progress while assigned to the Contractor; and goals attained/not attained along with recommendations for further services/ treatment/other WtW activity.

Contractor shall complete/update the DV assessment tool, the Client Satisfactory Survey, and the GN 6007B, Enrollment Termination Notice for

all Participants at discharge, termination, completion or drop-out, within five working days.

Contractor shall complete Notification of Change From Specialized Supportive Services Provider (GN 6007A) for all changes such as, an increase/decrease to the number of hours of participation, participation in concurrent activities, and/or receipt of additional supportive services, within five working days of the actual change, if the change occurs in between the progress report.

Fax a copy of Notification of Change From Specialized Supportive Services Provider (GN 6007A) and/or CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B) to the GSW.

Contractor shall retain a copy of the completed Notification of Change From Specialized Supportive Services Provider (GN 6007A) and/or CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B) and a copy of the fax confirmation in the Participant's case file.

Contractor shall develop a tracking mechanism for Participants who complete treatment, Participants who fail to comply with treatment, and Participants who return for services.

## **6.2 GR AND GROW**

6.2.1 Contractor shall utilize the GROW Progress Report ABP 1469 DVS to report Participant discharge, termination or changes.

6.2.2 Contractor may bill for services provided to a terminated GR/GROW Participant for a period not to exceed thirty (30) days after notification of termination of GR/GROW eligibility has been received from DPSS. CONTRACTOR shall not be reimbursed for services provided to terminated GR/GROW Participants that exceed the 30-day limit.

## **6.3 CLIENT CHOICE IN NO LONGER ACCESSING SERVICES OR IN NO LONGER ACCESSING PARTICULAR SERVICES**

Under this Contract, it is the choice of an otherwise eligible Participant when he/she wants to stop accessing services. There is no "completion of program" or point at which the Participant is told that he/she may no longer access services.

Contractor shall not impose maximum time limits that a Participant may remain in the Program or dictate the type of services or frequency with which a Participant must access services.



Contractor may provide reasons to Participants of why they may want to access particular services and/or with what frequency.

This Section 6.3 does not apply to the Shelter Bed Night Service category which is limited to a maximum of 30 nights for each CalWORKs Participant and the Participant's minor children during a 12 month period.

Contractor may establish written Participant rules designed to maximize the safety of and respect towards staff and other Participants. If a Participant violates such rules this shall serve as reason for no longer allowing a Participant to access DVSS.

Contractor shall retain a copy of the rules in each Participants case file and document any rule violations in the case file for monitoring purposes.

## **7.0 PERFORMANCE OUTCOMES**

Contractor shall adhere to the performance outcomes and service standards for DVSS provided under this Contract, Appendix A, Statement of Work DVSS, as listed in Performance Requirements Summary. The performance measures/outcomes shall be utilized to monitor the Participant's progress in achieving employment; the Participant's resourcefulness in maintaining his/her safety; the Participant's satisfaction with Contractor services; and the Participant's participation in concurrent WtW activities. The monitoring of the outcomes is Participant-based with the ultimate goal in assisting them in overcoming barriers to employment and moving towards economic self-sufficiency.

7.1 Case Management Performance Outcomes are as follows:

- Of Participants who are assessed for DV, 50% have a service plan and a safety plan in place within 45 days of Assessment.
- Of Participants who have completed an Assessment and a Service Plan, 20% are referred to DPSS to participate in a concurrent WtW activity.
- Of Participants who have a completed Service Plan, 50% are making satisfactory progress.

7.2 Legal Services Performance Outcomes are as follows:

- Contractor shall refer 100% Participants not already being served by a DVSS Case Management contractor, to a DVSS Case Management contractor.
- Of Participants who are assessed for DV Legal Services, 50% have a Legal Service Plan specifying the Legal Services needed and legal objectives to be met.

- Of Participants who have a completed Legal Services Plan, 50% have one or more Legal Services objectives met (e.g. restraining order in place) within 180 days.

### 7.3 Customer Service Questionnaire

Contractor shall provide Customer Service Questionnaire to every Participant to complete and submit to the DPSS Contract Management Division within ninety (90) days of initial intake and discharge. The Customer Service Questionnaire shall consist of the Participant's progress and/or satisfaction with the program. Contractor shall document that the Customer Service Questionnaire was provided to Participant in the Participant's case file.

Contractor shall achieve an 80% favorable rating from Participants who complete the Customer Service Questionnaire, every six months.

## 8.0 OTHER REQUIREMENTS

### 8.1 CONTRACTOR Organization Capacity/Waiting Lists

If at any time Contractor has reached its contractual/organizational capacity, Contractor shall notify COUNTY in writing to DPSS Contract Management Division within five business days. Prior written approval must be obtained from the DPSS Contract Management Division in the event that Contractor: (1) is unable to serve additional Participants; (2) must limit or modify the quantity and/or quality of services; or (3) requires a Participant to wait more than seven business days to access any non-emergency services after intake.

### 8.2 Los Angeles County Domestic Violence Council Meetings

Contractor shall attend a minimum of six Los Angeles County Domestic Violence Council meetings per year.

Contractor shall also attend bi-annual CalWORKs providers' meetings.

### 8.3 Public Statements

Contractor shall indicate in any and all press release(s) and any statement to the public related to the Program that, "This project is funded, in whole or in part, by Los Angeles County Department of Public Social Services CalWORKs GAIN/GROW/GR Domestic Violence Supportive Services Program." All job announcements shall indicate that Contractor is an Equal Employment Opportunity Employer.

#### **8.4 Use of County Seal and DPSS Department Logo**

Contractor shall not use or display the official seal of the COUNTY or the DPSS Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

#### **9.0 TECHNICAL EXHIBITS**

The following are additional information, documents and forms necessary to provide DVSS.

1. Performance Requirements Summary
2. List of Forms

## **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

### **INTRODUCTION**

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, DPSS' preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of work in this Contract and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of work in the Contract. In addition, the PRS is not meant to be a conclusive list of all monitored items. Contractor will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract and the PRS, the meaning apparent in the main body of work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body of work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for fiscal assessments.

DPSS expects a high standard of Contractor performance for the required service. DPSS will work with Contractor to help resolve any areas of difficulty brought to the attention of DPSS by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is Contractor responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor obligation to provide expert professional services to DPSS.

### **PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart follows the PRS in Appendix A, Technical Exhibit 1a and provides the following:

1. Lists the Contract requirements considered most critical to acceptable Contract performance (Column 1 of chart).
2. Defines the Standard of performance for each required service (Column 2 of chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before DPSS determines the service unsatisfactory and considers fiscal assessments (Column 3 of chart).
4. Shows the Monitoring Methods DPSS will use to evaluate Contractor's performance in meeting the Contract requirements (Column 4 of chart).

5. Shows the amount of fiscal assessments that may be considered for exceeding the AQL (Column 5 of the chart). These indicators may serve as the baseline for assessing liquidated damages.

### **QUALITY ASSURANCE**

Contractor performance will be compared to the contract standards and AQL. DPSS may use a variety of inspection methods to evaluate Contractor performance, including:

1. Review of reports, statistical record and files.
2. User complaints.
3. Random sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by DPSS, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin.
4. Site visits.

### **CONTRACT DISCREPANCY REPORT**

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, Contractor may be required to respond to a Contract Discrepancy Report (CDR), as follows:

1. Verbal notification of a contract discrepancy will be made to Contractor as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by Contractor. DPSS will determine whether a CDR will be issued. (See Appendix A, Technical Exhibit 1b)
2. If a CDR is issued, it will be sent to Contractor.
3. Upon receipt of a CDR, Contractor is required to respond in writing to DPSS within ten business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 15 business days.
4. DPSS will evaluate Contractor explanation on the CDR and if DPSS determines that without fault or negligence by Contractor, DPSS may decline to deem it an unsatisfactory performance for the month.

### **CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard, and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

**AQL** =- Maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;

**Lot Size** = Total number of units or services provided during the sample period;

**Sample Size** = Number of units to be checked for a given time period; and

**Acceptance/Rejection Numbers** = Numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

The number of errors from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for ten (10) acceptable discrepancies.

1. 12/100 (sample size) = 12%
  - 12% - 10% = 2% over the AQL

When services are determined to be unsatisfactorily performed in the time stipulated, DPSS may require the service be properly performed prior to the next scheduled performance review.

### **REMEDY OF DEFECTS**

Notwithstanding a finding of unsatisfactory service and assessment of fiscal assessments, Contractor must, within the timeframe as specified by DPSS, perform such services again at an acceptable level.

### **UNSATISFACTORY PERFORMANCE REMEDIES**

When Contractor performance does not conform with the requirements of this Contract, DPSS shall have the right to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by DPSS. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Consider fiscal assessments for errors per quarter that exceed the allowable AQL. Should number of errors be determined to exceed the AQL in any given

quarter, DPSS shall send a letter to Contractor identifying deficiencies and requesting to provide an action plan within ten (10) working days to rectify deficiencies. Provisions included in Section III, will apply to these occurrences.

If the same types of errors exceed the AQL for two consecutive quarters, Contractor will be required to meet with DPSS to address specific plans to immediately rectify deficiencies. Provisions included herein will apply to these occurrences.

3. Failure of Contractor to comply with or satisfy the requests(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for DPSS to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by DPSS, shall be offset against Contractor future invoice.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>1 REFERENCE</b>	<b>2 SERVICE STANDARD</b>	<b>3 ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>4 MONITORING METHODS</b>	<b>5 FISCAL ASSESSMENTS FOR EXCEEDING THE AQL</b>
Appendix A, Statement of Work, Section 2, Participant Eligibility	Contractor verified Participants initial eligibility to DVSS.	100%	Review of case files.	\$25 per participant
Appendix A, Statement of Work, Section 2, Participant Eligibility	Contractor verified Participants ongoing eligibility to DVSS.	95%	Review of case files.	\$25 per participant per 90 days
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.8, Service Sites, Section 5, Legal Services, subsection 5.3 Service Sites	Contractor was available to service Participants Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.	100%	On-site review/observation.	\$50 per day
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.9, Staff, Section 5, Legal Services, subsection 5.4, Staff	Contractor operated continuously with the number and level of staff included in the Contractor Budget.	95%	Review of administrative personnel files.	\$100 per position vacant for more than 45 days
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.9, Staff, Section 5, Legal Services, subsection 5.4, Staff	Contractor has the minimum staffing required by the SOW (e.g. Contractor Project Manager)	100%	Review of administrative files.	\$150 per position vacant for more than 14 days
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.9, Staff, Section 5, Legal Services, subsection 5.4, Staff	Contractor's staff has attended the DPSS Domestic Violence Contractor Program Requirements Review training.	100%	Review of administrative files.	\$100 per employee
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.9, Staff, Section 5, Legal Services, subsection 5.4, Staff	Contractor's staff has completed and received certification for DV 40 hour training course.	100%	Review of administrative files.	\$100 per employee



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>1 REFERENCE</b>	<b>2 SERVICE STANDARD</b>	<b>3 ACCEPTABLE QUALITY LEVEL (AQL)</b>	<b>4 MONITORING METHODS</b>	<b>5 FISCAL ASSESSMENTS FOR EXCEEDING THE AQL</b>
Appendix A, Statement of Work, Section 4, Case Management Services, Client Records, subsection 4.10, Section 5, Legal Services, subsection 5.5, Client Records	Contractor maintained a current and comprehensive case file for each Participant interviewed and serviced.	90%	Review of case files.	\$25 per participant
Appendix A, Statement of Work, Section 4, Case Management Services, subsection 4.10, Client Records, subsection 4.10, Section 5, Legal Services, subsection 5.5, Client Records	Contractor maintained DVSS Participant’s case file in either a locked file cabinet or in a secure room to ensure confidentiality.	100%	On-site review/observation of cabinet or room.	\$100 per day
Appendix A, Statement of Work Section 4, Case Management Services, subsection 4.11	Contractor identified CalWORKs WtW or GROW Participants who were able to engage in concurrent WtW or GROW activities and made the referral to the GSW/GCM or GROW Case Manager.	90%	Review of case files.	\$25 per participant not referred
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.3	Contractor provided the Customer Service Questionnaire to every Participant as indicated in subsection 7.3	80%	Review of case files.	\$10 per participant
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.3	Contractor shall receive a favorable rating from Participants who complete the Customer Service Questionnaire.	80%	Review Customer Service Questionnaires.	\$25 per each percent under the AQL
Appendix A, Statement of Work, Section 8, Other Requirements, subsection 8.2, LA Co. DV Council Mtg.	Contractor attended six LA Co. DV Council meetings per year and Bi-annual CalWORKs providers’ meetings.	80%	Review of meeting attendance sheets.	\$150 per meeting missed

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

1 REFERENCE	2 SERVICE STANDARD	3 ACCEPTABLE QUALITY LEVEL (AQL)	4 MONITORING METHODS	5 FISCAL ASSESSMENTS FOR EXCEEDING THE AQL
<b>CASE MANAGEMENT ONLY:</b>				
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.1	Contractor ensured that of the Participants who were assessed for DV, a service plan and a safety plan are in place within 45 days of assessment.	50%	Review of case files.	\$25 per 5% under the AQL
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.1	Contractor ensured that Participants who have completed an Assessment and a Service Plan, are referred to DPSS to participate in a concurrent WtW activity.	20%	Review of case files.	None
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.1	Contractor ensured that Participants who have completed a Service Plan, make satisfactory progress.	50%	Review of case files.	\$25 per 5% under the AQL

<b>LEGAL SERVICES ONLY:</b>				
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.2	Contractor referred all Participants, not already being served by DVSS Case Management, to a DVSS Case Management contractor.	80%	Review case files.	\$25 per participant
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.2	Contractor ensured that Participants who were assessed for DV Legal Services had a Legal Services Plan specifying the Legal Services needed.	50%	Review case files.	\$25 per participant
Appendix A, Statement of Work, Section 7, Performance Outcomes Requirements, subsection 7.2	Contractor ensured that Participants who have completed a Legal Service Plan had one or more Legal Service objectives met.	50%	Review case files.	\$50 per 5% under the AQL

### CONTRACT DISCREPANCY REPORT

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:** Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Program Analyst

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor Project Director Signature

\_\_\_\_\_  
Date

**DPSS EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**DPSS ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DPSS Representative Signature and Date

\_\_\_\_\_

\_\_\_\_\_  
Contractor Representative Signature and Date

The following CalWORKs, GR and GROW forms are included:

1. Screening for Potential CalWORKs Eligibility (PA 1206)
2. CalWORKs Treatment/Services Verification (PA 1923)
3. CalWORKs Specialized Supportive Services Provider Referral/Results (GN 6006B)
4. Notification of Change from Specialized Supportive Services Provider (GN 6007A)
5. CalWORKs Supportive Services Enrollment Termination Notice (GN 6007B)
6. Mental Health/Substance Abuse/Domestic Violence/ Family Preservation Program Service Provider Progress Report (GN 6008)
7. CalWORKs Child Care Program Brochure (ST1-32)
8. DPSS Provider Notification Letter
9. General Relief Domestic Violence Services Referral (ABP 1467 DVS)
10. General Relief Opportunities for Work Progress Report DVS (ABP 1469 DVS)
11. General Relief Domestic Violence Services Verification Form (ABP 127)
12. Domestic Violence Supportive Services Participant Outcome Form
13. Customer Service Questionnaire

**SCREENING FOR POTENTIAL CalWORKs ELIGIBILITY**

This form is only a tool to screen for potential CalWORKs eligibility and is not intended to exclude anyone from applying for CalWORKs. Persons should apply at a local district office to find out whether or not they and their family are eligible for CalWORKs or other types of benefits such as General Relief, Food Stamps, or Medi-Cal.

<b>IDENTIFYING INFORMATION</b>		
Name: _____ (Last, First, Middle)	SSN: _____ - _____ - _____	DOB: ____ / ____ / ____
Address: _____		City and Zip: _____
Telephone No.: ( ) _____		Primary Language: _____
<b>A. EXISTING CalWORKs CASE</b>		
Do you or your unmarried minor child(ren) receive welfare benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No (CalWORKs cash aid, Food Stamps, Medi-Cal) <b>If Yes</b> , complete the following: Child's Name: _____ Child's Birth date: _____ Mother's Name: _____ SS # (if known): _____ Type of Aid/Benefits: _____ County/State: _____		Yes No If Yes, (the individual is receiving CalWORKs cash benefits), do not continue.
<b>B. CUSTODIAL/NON-CUSTODIAL RELATIONSHIP</b>		
Does your unmarried minor child(ren) live with you? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No</b> , you are a Non-Custodial Parent*, and you may still be eligible for domestic violence, mental health services, and/or substance abuse.		Yes No *Non-Custodial parents (NCPs) are not CalWORKs eligible, but may be eligible for domestic violence, substance abuse and/or mental health services.
<b>C. POTENTIAL ELIGIBILITY</b>		
1. Does your household include either a pregnant woman with no other minor child(ren) <u>or</u> a parent/caretaker with a minor child (under 19 years of age)? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If the only child</b> living in the household is not your child, is the child related to you by blood or marriage? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes No If No, the individual is not eligible to CalWORKs. However, pregnant women with no other minor child(ren), must be in her 3 <sup>rd</sup> trimester of her pregnancy to be CalWORKs eligible.
2. Is at least one of the household members a United States citizen/national or legal non-citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No</b> , what is your current residence (immigrant) status?		Yes No If No, depending on the individual's residence (immigrant) status, he/she may be eligible to CalWORKs. DPSS staff will determine eligibility based on the current residence status at time of application.
3. Is your household: <input type="checkbox"/> One-Parent Household <input type="checkbox"/> Two-Parent Household <input type="checkbox"/> Yes <input type="checkbox"/> No In a two-parent household, are either of the two parents working? (Note: This does not apply to caretakers). <b>If yes</b> , how many hours a week: _____		Yes No If Yes, advise the parent to provide work history at the time of the CalWORKs application.
4. Does anyone in the household have resources/property (cash, uncashed checks/money orders, checking/savings account, stocks/saving bonds, or other real property)? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If Yes</b> , what is the total amount of all the resources/property? \$ _____		Yes No If Yes, and the amount is over \$2,000 (over \$3,000 if 60 yrs. of age or older), the individual may not be eligible for CalWORKs.
Completed By: _____	Date: _____	Phone No.: ( ) _____
Service Provider/Agency: _____		

**NOTE: \*For NCPs only:** This form should be completed and sent to DPSS PA 1923 Centralized Unit within 2 weeks of the start of services. DPSS will Verify whether or not the individual qualifies as an NCP.  
PA 1206 (Rev. 12/08/05)

Original to Service Provider – Copy to Case File

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CaWORKs TREATMENT/SERVICES VERIFICATION**

[ To: PA 1923 (SSS RR) Centralized Unit ] [ From: ]  
 West Valley GAIN Region II  
 21415 Plummer Street, Suite B  
 Chatsworth, CA 91311  
 [ FAX Number: (818) 775-6969 ] [ ]

<b>A. PROVIDER CERTIFICATION</b>			
As an authorized employee of the treatment service provider agency named above, I certify that the individual named below is receiving CaWORKs Specialized Supportive Services ( <b>DOMESTIC VIOLENCE, SUBSTANCE ABUSE, OR MENTAL HEALTH</b> ) to help him/her overcome a barrier to employment. I understand that payment to contracted service provider is contingent on the CaWORKs participant maintaining eligibility to CaWORKs and complying with all requirements, assuming that the provider has been notified of the non-compliance by DPSS. In instances of substance abuse/mental health problems, includes the appropriate treatment services and signing a Welfare-to-Work (WtW) plan. For victims of domestic violence, certain requirements can be waived, including a WtW plan. In addition, the service provider must have received the GN 6008, Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Services Provider Progress Report, 90-days from service start date/assignment date, to confirm participant's continued eligibility to CaWORKs. This form must be submitted within 10 workdays of client's signature (not to exceed 30 days).			
Print Name/Title of Authorized Person:	Date Signed:	Telephone No:	Fax No:
<b>B. PARTICIPANT IDENTIFICATION</b>			
Name (First/Last):		CaWORKs Case No.:	
Social Security No. :	Date of Birth:	Primary Language:	Telephone No.: (Confidential for DV) ( )
<b>C. TYPE OF TREATMENT SERVICES</b> (Complete as applicable) <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential			
I. <input type="checkbox"/> <b>MENTAL HEALTH OR</b> <input type="checkbox"/> <b>SUBSTANCE ABUSE</b>			
<input type="checkbox"/> Participant began treatment services on ____/____/____ for ____ hours per week.* Expected duration of needed treatment services ____ months.			
<input type="checkbox"/> Participant is able to participate in another WtW activity in addition to treatment services for ____ hrs. per week.			
<input type="checkbox"/> Participant is eligible for an exemption and will participate in GAIN as an exempt volunteer.			
<b>Note:</b> *MH/SA participants may participate less than 32/35-hours-per-week with Good Cause for a 90-day period.			
II. <input type="checkbox"/> <b>DOMESTIC VIOLENCE CASE MANAGEMENT</b> <input type="checkbox"/> <b>DV FAMILY LAW</b> <input type="checkbox"/> <b>DV IMMIGRATION LAW</b> ( <input type="checkbox"/> VAWA <input type="checkbox"/> U Visa)			
<input type="checkbox"/> Participant began treatment services on ____/____/____ for ____ hours per week. Expected duration of needed treatment services ____ months.			
<input type="checkbox"/> Participant is able to participate in another WtW activity in addition to treatment services for ____ hrs. per week.			
<input type="checkbox"/> Participant is eligible for an exemption and will participate in GAIN as an exempt volunteer.			
<b>Note:</b> Participant shall be granted a DV waiver from the mandatory WtW Program rules with a clock stopper/extender. Please issue/review the CW 2199, CaWORKs/Welfare-To-Work Domestic Violence Waiver Request.			
<b>D. OTHER SUPPORTIVE SERVICE NEEDS</b> (Complete as applicable)			
Participant needs the following supportive services: <input type="checkbox"/> Child care <input type="checkbox"/> Public Transportation <input type="checkbox"/> Mileage: ____ per month			
<input type="checkbox"/> Work Related/Ancillary Expenses such as: <input type="checkbox"/> Books <input type="checkbox"/> Fees <input type="checkbox"/> Uniforms or <input type="checkbox"/> Other: _____			
<b>E. OTHER</b> Court ordered treatment services : <input type="checkbox"/> DV Counseling <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Mental Health			
<b>F. PARTICIPANT AUTHORIZATION</b> (Complete as applicable)			
I authorize the Department of Public Social Services and the above treatment services provider to verify information regarding the status of my CaWORKs /GAIN case status and/or continuing eligibility to receive CaWORKs Specialized Supportive Services.			
<input type="checkbox"/> I am aware that my Mental Health or Substance Abuses treatment services will be incorporated in my Welfare-to-Work Plan.			
<input type="checkbox"/> I am aware that my Domestic Violence services may be incorporated now or eventually in my Welfare-to-Work Plan.			
<i>The determination will be made by my GAIN Services Worker/Contracted/REP Case Manager in consultation with the service provider.</i>			
Participant's Signature:			Date:
<b>G. COUNTY ACTION:</b> <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED <b>DATE:</b>			

PA 1923 (Rev. 04/12/10)



County of Los Angeles

Department of Public Social Services

**NOTIFICATION OF CHANGE FROM SPECIALIZED SUPPORTIVE SERVICES PROVIDER**

<b>TO:</b>	<b>GSW/CCM/RCM:</b>	<b>File Number:</b>	<b>GAIN Regional/REP Office:</b>	
	<b>Address:</b>			
<b>FROM:</b>	<b>Treatment Services Provider:</b>			
	<b>Address:</b>			
	<b>Provider Staff Person:</b>	<b>Telephone Number:</b>	<b>Date:</b>	
<b>PARTICIPANT INFORMATION</b>				
<b>Participant Name:</b>		<b>Case Number:</b>	<b>GAIN Activity:</b>	

**SECTION A – PARTICIPANT ABILITY TO PARTICIPATE IN WtW ACTIVITIES/EMPLOYMENT**

Number of participation hours per week has increased to \_\_\_\_\_ hrs per week.

Number of participation hours per week has decreased to \_\_\_\_\_ hrs per week.

**SECTION B – CONCURRENT PARTICIPATION IN OTHER WtW ACTIVITIES/EMPLOYMENT**

Participant is now able to participate in other WtW activities in addition to treatment services for \_\_\_\_\_ hrs per week.

Participant is no longer able to participate in other WtW activities in addition to treatment services.

**SECTION C - SUPPORTIVE SERVICES NEEDS**

Participant needs assistance with:  Child Care  Transportation

Work Related/Ancillary Expenses. Explain: \_\_\_\_\_

**SECTION D - COMMENTS**

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GN 6007A (4/10)



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CalWORKs SUPPORTIVE SERVICES ENROLLMENT TERMINATION NOTICE**

[ To: (GAIN Regional/REP Office) ] [ From: Service Provider Name & Address ]

Attention: \_\_\_\_\_  
 [ GSW/CCM/RCM Name/Number ] [ ]

**Provider Certification**

Participant Name:	Participant Address:
Case No.:	
GAIN Activity:	

This is to inform you that the above-named participant has:

Successfully completed his/her services/treatment activity on: \_\_\_\_\_

Dropped-out of services with good cause on: \_\_\_\_\_

Dropped-out of services without good cause on: \_\_\_\_\_  
 Reason: \_\_\_\_\_

Services not completed; participant entered employment on: \_\_\_\_\_

Services not completed; participant transferred to other WtW activity: \_\_\_\_\_

Terminated his/her services; participant transferred to another provider on: \_\_\_\_\_

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Service Provider Representative:	Title:	Phone No.: ( )	Date:
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GN 6007B (Rev. 04/10)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**MENTAL HEALTH/SUBSTANCE ABUSE/DOMESTIC VIOLENCE/  
FAMILY PRESERVATION PROGRAM SERVICE PROVIDER PROGRESS REPORT**

[	]	Reply To:
[	]	Attention: _____

OUR RECORDS INDICATE THAT THE FOLLOWING PARTICIPANT IS RECEIVING SERVICES IN YOUR PROGRAM. VERIFICATION OF PROGRESS IS NEEDED FOR HIS/HER CONTINUING ELIGIBILITY TO CalWORKs. PLEASE COMPLETE THIS FORM AND RETURN IT TO THE ABOVE ADDRESS WITHIN **FIFTEEN (15) CALENDAR DAYS** FROM THE POST DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE GAIN SERVICES WORKER AT THE TELEPHONE NUMBER POSTED IN SECTION A BELOW.

**A. Completed by GAIN SERVICES WORKER / CONTRACTED / REFUGEE EMPLOYMENT PROGRAM CASE MANAGER**

Participant:	Date of Birth:	Case No.:	Exempt Volunteer Status <input type="checkbox"/> Y <input type="checkbox"/> N	
GSW/CCM/RCM:	File No.:	Telephone No.: ( )	Fax No.: ( )	Date:

**B. Completed by Service Provider (Complete and return within 15 calendar days from the post date)**

<b>I. TYPE OF SERVICE</b>			
<input type="checkbox"/> Mental Health (MH) <input type="checkbox"/> MH HCFP <input type="checkbox"/> Family Preservation (FP) <input type="checkbox"/> Family Reunification (FR) <input type="checkbox"/> Substance Abuse (SA) Non-Residential <input type="checkbox"/> SA Residential Services <input type="checkbox"/> SA Daycare Rehab Services <input type="checkbox"/> SA HCFP <input type="checkbox"/> Domestic Violence (DV) Case Management <input type="checkbox"/> DV Family Law <input type="checkbox"/> DV Immigration Law			
<b>II. DUAL DIAGNOSIS</b> (if applicable) <input type="checkbox"/> MH <input type="checkbox"/> SA		Please check if referral is needed <input type="checkbox"/>	
<b>III. PROGRESS</b> (Complete as applicable) The above-referenced CalWORKs participant:			
1. <input type="checkbox"/> is able to participate in the above DV/MH/SA treatment activity or FP/FR activity for _____ hrs/week.			
2. <input type="checkbox"/> is maintaining progress consistent with the above DV/ MH/SA treatment activity or FP/FR activity.			
3. <input type="checkbox"/> has dropped-out of treatment services effective ____/____/____.			
4. <input type="checkbox"/> has completed treatment services on ____/____/____.			
5. <input type="checkbox"/> is expected to complete above DV/MH/SA treatment services or FP/FR activity on ____/____/____.			
6. <input type="checkbox"/> is recommended for an extension of the DV/MH/SA/FP activity until ____/____/____.			
<b>IV. CONCURRENT ACTIVITY</b> (Evaluate participant's ability to participate in a concurrent activity every three (3) months from start date of treatment services. (Does not apply to FP/FR Providers))			
<input type="checkbox"/> DV participant is able to participate in another WtW activity in addition to above treatment services for _____ hours per week with a DV waiver of the Welfare-to-Work (WtW) program rules. <input type="checkbox"/> MH/SA participant is able to participate in another WtW activity in addition to above treatment services for _____ hours per week*. <i>*If the MH/SA participant is not able to participate for a total of 32/35 hours per week in WtW activities, he/she may be eligible for a medical exemption via the CW 61 and receive treatment services as an Exempt Volunteer.</i>			
Service Provider/Staff Person's Name:		Title:	Telephone No.: ( )
			Date:

GN 6008 (Rev. 05/2010)

**Remember—we are here to help!**

- Your local Resource and Referral (R&R) agency (see back of brochure) can give you referrals to licensed child care providers.
- Child care may be paid for your children up to age 13, or up to 18 if they have exceptional needs or are severely disabled. Contact your local child care agency (see back page).
- Payments will be made directly to your child care provider(s). The provider must return the completed invoice or *Provider Payment Request* form each month to the return address shown on the form.

**Child Care Fraud Awareness Information**

Providing misinformation or false statements to the County or to the Resource and Referral/Alternative Payment Program (R&R/APP) agencies may be cause for criminal prosecution and/or termination of paid child care services.

**Licensing, Training, Related Information**

If you or someone you know would like to provide child care, please call Community Care Licensing at (310) 337-4333 or (323) 981-3350, or your local R&R agency for licensing, training, resource, or related information. For more information, you may access the DPSS child care website at:

[http://www.ladpss.org/dpss/child\\_care/](http://www.ladpss.org/dpss/child_care/)

**RESOURCE AND REFERRAL/ALTERNATIVE PAYMENT PROGRAM (R&R/APP) AGENCIES**

The Los Angeles County Resource and Referral/Alternative Payment Program (R&R/APP) agencies that can help you with child care are listed below. The first ten agencies listed, designated with a double asterisk (\*\*), are R&R agencies that also offer referral services to licensed child care providers.

- \*\*Child Care Resource Center  
Antelope Valley (661) 949-0615  
San Fernando Valley (818) 717-1000
- \*\*Pathways  
Hollywood (213) 427-2700
- \*\*Connections for Children  
Santa Monica (310) 452-3202
- \*\*Crystal Stairs  
Los Angeles (323) 421-1038
- \*\*Center for Community and Family Services  
Compton/Paramount (310) 217-2800
- \*\*Child Care Information Services  
Pasadena (626) 449-8221
- \*\*Mexican American Opportunity Foundation  
Montebello (323) 890-9600
- \*\*Children’s Home Society of California  
Southern County (562) 256-7400
- \*\*Options  
Baldwin Park (626) 856-5900
- \*\*Pomona Unified School District  
Pomona (909) 397-4740
- Drew Child Development Corp.  
South Los Angeles (310) 609-3885
- International Institute  
Boyle Heights (323) 224-3800
- City of Norwalk  
Norwalk (562) 462-1713

If you do not live in one of the above areas, you may call California Child Care R&R Network, Child Care Connection at (800) 543-7793 for a referral to the agency that serves your area.

ST1-32 Rev 10/09



County of Los Angeles  
Department of Public  
Social Services

# CalWORKs Child Care Program

*Are You Eligible?*



***CalWORKs may pay for child care while you are:***

- in a County-approved welfare-to-work activity (GAIN, Cal-Learn, REP) including Domestic Violence, Mental Health, and/or Substance Abuse Services;
- in a County-approved school or training program, which may be an approved Self-Initiated Program (SIP);
- working, even if you're sanctioned or not in GAIN; and
- off CalWORKs in the last two years and you have low income.

***CalWORKs may pay for child care provided at:***

- licensed child care centers;
- licensed family child care homes;
- the homes of license-exempt neighbors, friends, relatives, or in the child's home; and
- school sites.

***You can apply for child care over the phone or in person with:***

- a Child Care Coordinator at your local DPSS office;
- your GAIN or Eligibility Worker;
- your local Los Angeles County Alternative Payment Program (APP) agencies' main offices (see back of brochure); and
- the Resource & Referral desk at your local DPSS office.

***Child care eligibility shall be determined within 30 calendar days after you apply:***

- If you qualify, your eligibility will be determined within 30 calendar days from the date we receive your verbal request or a completed CalWORKs Stage 1 Child Care Request (ST1-01).
- Your provider will be approved within 30 calendar days from the date the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST 1-05) was mailed or given to you. Written notices of approval or denial will be sent to you and your provider.
- Written notices will be sent to you and your provider ten days before any reduction or termination of child care benefits.

***If you have unresolved child care issues:***

- Call the toll-free DPSS Child Care Hotline at (877) CHIL99 or (877) 244-5399.
- Contact Legal Aid Foundation of Los Angeles at (800) 399-4529.
- Contact Neighborhood Legal Services of L. A. County at (800) 433-6251.

***What else should you know?***

- All child care providers must have a Social Security or Tax ID number.
- All child care providers must be at least 18 years old and not be part of your CalWORKs grant.

- If you select a license-exempt child care provider who is not the aunt, uncle, or grandparent of the child, he/she must be registered with Trustline before any payments for child care can be made. If the person passes Trustline, CalWORKs can pay the provider for up to the last 120 calendar days of care. If the provider does not pass Trustline, and you have the provider care for your child before you receive the Trustline results, you may have to pay the provider.
- Trustline is a statewide database of child care providers that have no disqualifying criminal convictions; registered providers must be fingerprinted and pass a criminal background check.
- You may select the type of care you feel is best suited for your children's needs.
- Remember to report any changes in your child care arrangements to your worker to avoid interruption of payments.
- If child care is the only type of benefit you are receiving, it does not count towards the CalWORKs 60-month lifetime cash aid limit.
- If you receive a Notice of Action about your child care and you disagree with the proposed action and cannot resolve it with your child care case worker, you may ask for a State Hearing by following the instructions on the back of the Notice of Action.



County of Los Angeles  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 908-0459



SHERYL L. SPILLER  
Acting Director

PHIL ANSELL  
Acting Chief Deputy Director

(Date)

Board of Supervisors  
GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

**Provider Name**  
Address  
City

**Reference:**  PA 1923  PA 1206  
**RE:**  
**SSN/Case No.:**

Dear Provider:

This is to inform you that the above referenced form:

A.  is **accepted**, the participant is receiving CalWORKs.

B.  is **rejected** for the following reason(s):

**PA 1923 - CalWORKs Treatment/Services Verification**

- The individual is not eligible and/or not in the household.
- Information is incomplete and/or illegible, unable to verify.
- No active case and/or no case record found.
- Case terminated effective: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- Case denied effective: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- Other: \_\_\_\_\_

**PA 1206 - Screening for Potential CalWORKs Eligibility** (Use For Family Reunification Program only).

- Individual has no CalWORKs-eligible child(ren) in Los Angeles County.
- The individual is not participating in the Family Reunification Program.
- The individual is receiving CalWORKs (a PA 1923 should be sent instead).
- Information is incomplete, unable to verify.
- No record found.

Please note, although the PA 1923 has been accepted for participants who are part of the assistance unit (not CalWORKs-eligible due to being sanctioned by GAIN or Child Support Enforcement, timed-off, exempt, etc.), they must attend scheduled Appraisal Appointment(s), agree to participate in GAIN and meet the Welfare-to-Work (WtW) program rules, or agree to participate as an exempt volunteer.

Any questions regarding this letter should be directed to Emelita Mella at (818) 718-4277 or via email at: [emelitamella@dpss.lacounty.gov](mailto:emelitamella@dpss.lacounty.gov).

Very truly yours,

Your Name  
Your initials

Attachment(s)

*"To Enrich Lives Through Effective And Caring Service"*

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**GENERAL RELIEF  
DOMESTIC VIOLENCE SERVICES REFERRAL**

GROW SITE:  
CASE FIRST NAME:  
CASE NUMBER:  
YEAR OF BIRTH:  
GCM/EW FILE NUMBER:  
TELEPHONE NUMBER:

You have been scheduled for a supportive services appointment for:

- Domestic Violence services

Please report to the facility at the date and time listed below.

FACILITY NAME/LOCATION		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">DATE</td> <td style="width: 50%; border: none; text-align: center;">TIME</td> </tr> </table>	DATE	TIME
DATE	TIME	

**TO BE COMPLETED BY SERVICE PROVIDER FOR GROW PARTICIPANTS ONLY  
(Complete and return by mail to GROW Case Manager within 10 business days)**

<input type="checkbox"/> PARTICIPANT FAILED TO SHOW FOR APPOINTMENT <input type="checkbox"/> PARTICIPANT SHOWED FOR APPOINTMENT <input type="checkbox"/> FURTHER SERVICES ARE NOT REQUIRED <input type="checkbox"/> TREATMENT BEGAN ON: _____ <input type="checkbox"/> EXPECTED DURATION: _____ <input type="checkbox"/> REQUIRED HOURS PER WEEK: _____	Domestic Violence Only Service Type (Circle)  A = Case Management @ ____ hrs per wk B = Counseling @ ____ hrs per wk C = Legal Advocacy @ ____ hrs per wk D = Legal Services @ ____ hrs per wk E = Transitional Services @ ____ hrs per wk
--	---

**OTHER INFORMATION:**

CERTIFICATION: I CERTIFY THAT A RELEASE OF CONFIDENTIALITY FORM HAS BEEN SIGNED BY THE PARTICIPANT AND A COPY IS ON FILE.

SIGNED: \_\_\_\_\_

NAME OF PERSON COMPLETING FORM:	TITLE:	TELEPHONE NUMBER:	DATE:
---------------------------------	--------	-------------------	-------

GROW CASE MANAGER:	TELEPHONE NUMBER:	DATE:
--------------------	-------------------	-------

ABP 1467 DVS 11/08

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**GENERAL RELIEF OPPORTUNITIES FOR WORK  
PROGRESS REPORT DVS**

GROW SITE:  
DATE:  
FIRST NAME:  
YEAR OF BIRTH:  
CASE NUMBER:

When receiving Domestic Violence services, you are required to have your Service Provider sign, and date the bottom of this form. Please bring or mail the required documentation to your GROW Case Manager on or before the due date, time, and location listed below. Thank you.

DUE DATE	TIME	LOCATION
----------	------	----------

If you do not return this form by the due date, your GR benefits may be terminated and you may receive a penalty. The first time you fail to comply without good cause, your GR benefits will be terminated and you can reapply immediately. The second time, you will be ineligible for 30 days. The third and any subsequent time, you will be ineligible for 60 days.

<b>DOMESTIC VIOLENCE PROGRESS REPORT (Completed by the Service Provider)</b>		
<input type="checkbox"/> The participant is progressing satisfactorily in his/her current assignment.		
<input type="checkbox"/> The participant is <b>NOT</b> progressing satisfactorily in his/her current assignment.		
PERSON COMPLETING FORM:	TITLE:	DATE:
GROW CASE MANAGER:	FILE NUMBER:	TELEPHONE NUMBER:

ABP 1469 DVS  
revised 11/08



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**GENERAL RELIEF  
DOMESTIC VIOLENCE SERVICES VERIFICATION**

To: GROW SITE: ADDRESS:	From:
GCM/EW NAME:	

**A. PROVIDER CERTIFICATION**

As an authorized employee of the agency named above, I certify that the individual named below is receiving **Domestic Violence** services to assist him/her overcome barriers to employment. I understand that payment to contracted service providers is contingent on the participant's eligibility for General Relief assistance, and compliance with all GROW Welfare-to-Work requirements during the period service was provided.

\_\_\_\_\_  
 Signature of Authorized Person/Title      \_\_\_\_\_ Date Signed      \_\_\_\_\_ Phone Number      \_\_\_\_\_ Fax Number

**B. PARTICIPANT IDENTIFICATION**

1. First Name: _____	2. Year of Birth: _____
3. DPSS Case #: _____	4. Start Date of Services: _____

**C. DOMESTIC VIOLENCE (TO BE COMPLETED BY SERVICE PROVIDER)**

GR EMPLOYABLE PARTICIPANTS (GR-E)	GR UNEMPLOYABLE PARTICIPANTS (GR-U)
5. Is participant receiving Domestic Violence and participating 20 hours or more per week? Yes <input type="checkbox"/> No <input type="checkbox"/> 6. If no, enter the number of hours of Domestic Violence participation per week: _____	5. Is participant receiving Domestic Violence Services? Yes <input type="checkbox"/> No <input type="checkbox"/>

**D. DPSS USE ONLY (CHECK ONLY APPLICABLE BOXES)**

GROW Eligibility Determination:	General Relief (GR) Eligibility Determination:
7. Participant currently enrolled in GROW: Yes <input type="checkbox"/> No <input type="checkbox"/> 8. If the participant is no longer enrolled in GROW, provide disenrollment effective date: _____ 9. Contact the Supportive Services Liaison listed below for more information about this participant's current and continuing GROW eligibility:	6. Participant is currently receiving GR benefits: Yes <input type="checkbox"/> No <input type="checkbox"/> 7. Participant may be eligible to receive GR benefits: Yes <input type="checkbox"/> No <input type="checkbox"/> 8. Participant is not eligible to receive GR benefits: Yes <input type="checkbox"/> No <input type="checkbox"/>
SUPPORTIVE SERVICES LIAISON (NAME AND PHONE NUMBER)	DESIGNATED DV LIAISON (NAME AND PHONE NUMBER)

_____ DPSS AUTHORIZED REPRESENTATIVE	_____ DATE	_____ PHONE NUMBER
--------------------------------------	------------	--------------------

**E. PARTICIPANT AUTHORIZATION**

I authorize the Department of Public Social Services to release information to the above treatment or services provider regarding the status of my GROW case, as it applies to my participation in Domestic Violence services.

\_\_\_\_\_  
 Participants Signature      \_\_\_\_\_ Date

ABP 127 DVS revised 11/08



**LOS ANGELES COUNTY  
DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

<b>PARTICIPANT OUTCOME FORM</b>		Agency Name	
		Case Number	
		Social Security Number	
Last Name		First Name	Middle Name
Contract #	Program: CalWORKs <input type="checkbox"/> GROW <input type="checkbox"/> Presley <input type="checkbox"/>		Termination/Exit Date:
1. Participant obtained case management services. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 2. Participant developed a Service Plan. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 3. Participant developed a safety plan leading to a stable environment. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 4. Participant attended required Counseling sessions. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 5. Participant attended Support Group sessions. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 6. Participant attended Life Skills Education sessions. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 7. Participant acquired a better understanding of domestic violence. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 8. Participant attempted to complete his/her goals (GED, Vocational, employment). <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 9. Participant received work skills training and job interview techniques/resume. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 10. Participant's emotional and physical well-being measured by Pre-Post assessment. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 11. Participant attended all GAIN/GROW appointments & interviews. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 12. Participant referred to DPSS/GAIN office for concurrent activity participation on: _____ 13. Participant was issued a hotel voucher. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 14. Participant received emergency shelter services, stayed more than 3 days. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A How many days? _____ 15. Participant received legal advice. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 16. Participant complied with GAIN/GROW referrals successfully. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 17. Participant pursued a legal action which creates a more stable family environment. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 18. Participant successfully attained a Restraining Order. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 19. Participant received immigration assistance. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A 20. Other (give details in the Remarks section)			
<b>For CALWORKS PARTICIPANTS ONLY:</b>			
21. Participant remained in services for 6 months. (If "Yes", skip to #24. If "No", complete # 21 through 23) <input type="checkbox"/> Yes <input type="checkbox"/> No 22. Participant dropped out of program prior to 6 months. (give details in Remarks section) <input type="checkbox"/> Yes <input type="checkbox"/> No 23. Participant completed the program prior to 6 months. (give details in Remarks section) <input type="checkbox"/> Yes <input type="checkbox"/> No 24. How long did Participant remain in program? _____			
Exit Date	Staff Name	Staff Signature	Date
Remarks:			

Revised: May 2012

**CUSTOMER SERVICE QUESTIONNAIRE FOR FY \_\_\_\_\_  
Domestic Violence Supportive Services Program**

Los Angeles County funds these services and wants your opinion. We value your comments and would like for you to take a few moments to answer a few questions about your experience. You do not have to give your name.

1. How would you rate the help you got? Excellent\_\_\_ Good\_\_\_ Fair\_\_\_ Poor\_\_\_ Very poor\_\_\_ Other\_\_\_
2. How did the staff treat you? Excellent\_\_\_ Good\_\_\_ Fair\_\_\_ Poor\_\_\_ Very poor\_\_\_ Other\_\_\_
3. How fast did you get the help you needed? Very Fast\_\_\_ Fast\_\_\_ Not fast/not slow\_\_\_ Slow\_\_\_ Very slow\_\_\_ Other\_\_\_
4. How convenient were the hours/times that you were able to get help? Very convenient\_\_\_ Convenient\_\_\_ Sort of convenient\_\_\_  
Inconvenient\_\_\_ Very inconvenient\_\_\_ Other\_\_\_
5. How convenient were the locations you got help at? Very convenient\_\_\_ Convenient\_\_\_ Sort of convenient\_\_\_  
Inconvenient\_\_\_ Very inconvenient\_\_\_ Other\_\_\_
6. Was the safety planning you got helpful? Very helpful\_\_\_ Helpful\_\_\_ Sort of helpful\_\_\_ Unhelpful\_\_\_ Very unhelpful\_\_\_ Other\_\_\_
7. Was help given to you in the language you speak at home? Always\_\_\_ Mostly\_\_\_ Sometimes\_\_\_ Hardly\_\_\_ Never\_\_\_ Other\_\_\_
8. How do you feel about your life now? Very Positive\_\_\_ Positive\_\_\_ Okay\_\_\_ Negative\_\_\_ Very negative\_\_\_ Other\_\_\_
9. How could the help you got have been better? \_\_\_\_\_
10. Is there anything else you want to tell us? \_\_\_\_\_

Name (optional) \_\_\_\_\_ Date \_\_\_\_\_

*If you have questions about this survey or want to talk to the County directly, you may call (562) 908-3530*

**For Contractor Use Only**

I have given this survey to \_\_\_\_\_, (\_\_\_\_) months after accessed our services along with a stamped self-addressed envelope to: DPSS Contract Management  
(Contractor's Client File #) Division, 12820 Crossroads Parkway South, City of Industry, CA 91746, Attn: Sandra L. Smalls, HSA III

Contractor \_\_\_\_\_ Person Completing Form \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

**Note:** Maintain a copy of this in the client file for monitoring purposes with the shaded section only completed.

CSQ Revised 06/2012

**DVSS Pricing Schedules**  
**Los Angeles County Department of Public Social Services**  
**Domestic Violence Case Management Pricing Schedule**

Below are the rates of domestic violence services by service type. Service Providers will be required to provide brief, intensive domestic violence services designed to remove domestic violence barriers to employment.

<b><u>Service Description</u></b>	<b><u>Service Unit</u></b>	<b><u>Rates</u></b>
Assessment*	Per Assessment	\$110 flat rate
Service Plan*	Per Plan	\$80 flat rate
Safety Plan*	Per Plan	\$70 flat rate
Counseling Services	Per Participant/Family	\$85 per hour
Licensed Therapy Services**	Per Participant	\$125 per hour
Support Group Services	Per Participant	\$50 per hour
Life Skills Education-Individual	Per Participant	\$75 per hour
Life Skills Education-Group	Per Participant	\$50 per hour
DV Educational Class	Per Participant	\$50 per hour
Court Support/Restraining Order Services	Per Participant	\$75 per hour
Shelter Bed Night Services*** (\$15 per day for each additional family member up to a maximum of \$125 per day)	Per Participant or Family of 4	\$65 per night
Childcare/Youth Activity Services	Per Participant	\$10 per hour
Translation Services	Per Participant	Actual Cost
GAIN Orientation Presentation	Per Presentation	\$75 flat rate
Outreach	Monthly	\$1000 flat rate

Healthy Living Program Services will be paid a fixed monthly amount based on the line item budget.

\* These services are to be provided to each participant prior to offering other services and will be paid only once within a 6-month period.

\*\* Optional service; Licensed Therapy must be provided by LMFT, LCSW or Licensed Educational Psychologist.

\*\*\*Shelter Services are for CalWORKs Participants only.

**Example:** The following is the basic level of services that may be provided to a domestic violence participant:

<b><u>1 CalWORKs Participant</u></b>	<b><u>1st Month</u></b>	<b><u>2nd Month</u></b>	<b><u>3rd Month</u></b>	<b><u>Over a 3-mo period, the participant would have received</u></b>
1 assessment	\$ 110.00	\$ 0.00	\$ 0.00	\$ 110.00
1 service plan	\$ 80.00	\$ 0.00	\$ 0.00	\$ 80.00
1 safety plan	\$ 70.00	\$ 0.00	\$ 0.00	\$ 70.00
2 counseling session	\$ 0.00	\$ 85.00	\$ 85.00	\$ 170.00
2 licensed therapy session	\$ 0.00	\$ 125.00	\$ 125.00	\$ 250.00
4 Support Group sessions	\$ 0.00	\$ 50.00	\$ 150.00	\$ 200.00
4 Life Skills Education	\$ 0.00	\$ 100.00	\$ 100.00	\$ 200.00
4 DV Educational class	\$ 0.00	\$ 100.00	\$ 100.00	\$ 200.00
<b>Total</b>	<b>\$ 260.00</b>	<b>\$ 460.00</b>	<b>\$ 560.00</b>	<b>\$1,280.00</b>

**DVSS Pricing Schedules**  
**Los Angeles County Department of Public Social Services**  
**Domestic Violence Legal Services Pricing Schedule**

Below are the rates for domestic violence legal services by service type and by personnel. CONTRACTOR shall ensure services assist Participants in removing barriers to employment, meeting service plan objectives, and achieving successful outcomes.

<b><u>Service Description</u></b>	<b><u>Service Unit</u></b>	<b><u>Para Professional Hourly Rates</u></b>	<b><u>Attorney Hourly Rates</u></b>	<b><u>Flat Rate</u></b>
Assessment and Development of Service Plan	Per Participant	---	---	\$200
Family Law	Per Hour	\$80	\$130	---
Restraining Order	Per Hour	\$80	\$130	---
Immigration Law	Per Hour	\$80	\$130	---
Benefits Access Assistance/Advocacy	Per Hour	\$80	\$130	---
Other Legal Assistance	Per Hour	\$80	\$130	---
Translation Services	Per Participant	Actual Cost		

SAMPLE INVOICE FORMAT

EXHIBIT D

DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
Case Management Invoice

CONTRACTOR NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACT PERIOD: \_\_\_\_\_ SUPERVISORIAL DISTRICT: \_\_\_\_\_

Select One:  
 CalWORKs and GAIN Participants  
 GR Participants  
 GROW Participants

CONTRACT TYPE: \_\_\_\_\_ PERIOD OF PERFORMANCE OF WORK BEING INVOICED: \_\_\_\_\_

TOTAL CONTRACT SUM: \_\_\_\_\_ BEGINNING BALANCE: \_\_\_\_\_

Last Name	First Name	DPSS CASE NUMBER	SERVICE START DATE	SERVICE ASSESSMENT	SERVICE PLAN	SAFETY PLAN	COUNSELING	COUPLES THERAPY	SUPPORT GROUP	LIFE SKILLS INDIVIDUAL	LIFE SKILLS GROUP	DV ED CLASE	SHELTER BED NIGHT	CHILDS VOICE ACTIVITY	TRANSLATION SERVICES	GAIN Orientation/Prevention	OUTREACH SERVICES	TOTAL
				RATES	# \$ 110	# \$ 88	# \$ 70	# \$ 85	# \$ 125	# \$ 50	# \$ 75	# \$ 50	# \$ 100	# \$ 55	# \$ 115	# \$ 75	# \$ 1,000	
1	MARTINEZ	MARIA	12345CW	01/05/2012														\$ 772
2	DOE	JANE	98765CW	03/08/2012	1	\$ 110	1	\$ 80	1	\$ 70								\$ 616
TOTAL INVOICE AMOUNT:																		
YTD CONTRACT BALANCE:																		
Have you incurred 75% of the contract amount? YES or NO																		

Footnote:  
# indicates the number of service units per participant.  
This # will be multiplied by the cost per service to

DPSS ONLY	APPROVED BY: _____ Contract Project Director	Date _____
	Invoice Processed By: _____	Date _____

DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
Legal Services Invoice

EXHIBIT D

CONTRACTOR NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACT PERIOD: \_\_\_\_\_ SUPERVISORIAL DISTRICT: \_\_\_\_\_

Select One:  
 CalWORKs and GAIN Participants  
 GR Participants  
 GROW Participants

CONTRACT TYPE: \_\_\_\_\_ PERIOD OF PERFORMANCE OF WORK BEING INVOICED: \_\_\_\_\_

TOTAL CONTRACT SUM: \_\_\_\_\_ BEGINNING BALANCE: \_\_\_\_\_

LAST NAME	FIRST NAME	DPSS CASE NUMBER	SERVICE START DATE	FAMILY LAW	RESTRAINING ORDER	IMMIGRATION LAW	BENEFITS ACCESS ASSISTANCE/ ADVOCACY	OTHER LEGAL ASSISTANCE SERVICES	Translation Services	TOTAL
				# \$ 85.00	# \$ 80.00	# \$ 80.00	# \$ 80.00	# \$ 80.00	# Actual Cost	Actual Cost
2	XYZ	MARIA	12345CW	81/9/2012						\$ -
				Para Professional	10	\$ 80.00				\$ 800.00
				Licensed Attorney	1	\$ 130.00				\$ 130.00
3	DOE	JANE	98765CW	83/9/2012						\$ -
				Para Professional						\$ -
				Licensed Attorney	2	\$ 260.00				\$ 520.00
4										\$ -
				Para Professional						\$ -
				Licensed Attorney						\$ -
5										\$ -
				Para Professional						\$ -
				Licensed Attorney						\$ -
6										\$ -
				Para Professional						\$ -
				Licensed Attorney						\$ -
7										\$ -
				Para Professional						\$ -
				Licensed Attorney						\$ -
TOTAL INVOICE AMOUNT:										
YTD CONTRACT BALANCE:										
Have you incurred 75% of the contract amount? Y or N										

Footnote:  
# indicates the number of service units per participant. This # will be multiplied by the cost per service to determine the total cost for that

DPSS ONLY	APPROVED BY: _____ Contract Project Director	Date _____
	Invoice Processed By: _____	Date _____

**INTENTIONALLY BLANK**

## **DVSBP STATEMENT OF WORK**

### **Domestic Violence Shelter-Based Program Services**

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

**APPENDIX C - STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's 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. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **1.0 INTRODUCTION**

Domestic Violence Shelter-Based Program (DVSBP) services are the result of domestic violence legislation pass by the California State Legislature as defined in California Welfare and Institution Code (W&IC) Section 18290 through 18307. This legislation was established to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and to begin to clarify the problems and causes of domestic violence.

In Los Angeles County, DVSBP services are administered by the Department of Public Social Services (DPSS) for victims of domestic violence and their minor children. DVSBP services include 24-hour emergency shelter, transitional housing, food, clothing, transportation, 24-hour crisis hotline, psychological support, peer counseling, and referrals to community resources.

### **2.0 MANDATED PROGRAM REQUIREMENTS**

2.1 The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of domestic violence and their minor children under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.

- 2.2 Consistent with W&IC Section 18293 through 18307, CONTRACTOR shall ensure the following:
- 2.2.1 Contractor shall operate a domestic violence shelter 24 hours a day seven days a week at a site that is physically located in Los Angeles County.
  - 2.2.2 Contractor shall receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
  - 2.2.3 Contractor shall make every attempt to qualify the DVSBP for any available federal funding.
  - 2.2.4 Contractor's primary function shall be to administer DVSBP services.
  - 2.2.5 Contractor shall provide the following basic services to victims of domestic violence and their children:
    - a) Shelter on a 24 hours a day, seven days a week basis.
    - b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
    - c) Temporary housing and food facilities.
    - d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
    - e) Referrals to existing services in the community.
    - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
    - g) Arrangements for school age children to continue their education during their stay at the DVSBP.
    - h) Emergency transportation as feasible.
  - 2.2.6 Contractor shall provide, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:
    - a) Medical care.
    - b) Legal Assistance.
    - c) Psychological support and counseling.

- d) Information regarding other available social services.

2.2.7 Contractor shall demonstrate the following:

- a) Ability to serve a variety of cultural backgrounds.
- b) Provide a list identifying its bilingual personnel and the language spoken.
- c) Efforts made to recruit formerly battered persons as staff members.

2.3 Contractor's staff shall meet the requirements set forth in California Evidence Code Section 1037.1.

2.4 Contractor shall train and use volunteers to the maximum capacity in the delivery of domestic violence shelter-base program services. Contractor shall certify all volunteers have met the training requirements set forth in California Evidence Code Section 1037.1.

2.5 Contractor shall work with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.

2.6 Contractor shall certify that it will attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

### **3.0 DOMESTIC VIOLENCE SHELTER-BASED PROGRAM ELIGIBILITY**

Contractor shall provide service to victims of domestic violence requiring a safe and confidential residence to reside. A Participant's eligibility is not contingent on immigration status, residency requirements, or income requirements. A Participant does not have to be eligible to CalWORKs or GR. The only requirement to receive DVSBP services is to be a victim of domestic violence that needs a safe and confidential shelter.

### **4.0 STAFFING**

4.1 Contractor's staff providing direct DVSBP services shall complete and receive certification for the Domestic Violence 40 hour training course to meet the requirements set forth in California Evidence Code Section 1037.1.

4.2 Contractor's volunteers shall be trained and used to the maximum capacity in the delivery of DVSBP services. All volunteers shall meet the training requirements set forth in California Evidence Code Section 1037.1.

- 4.3 Contractor shall operate continuously throughout the entire term of this Contract.
- 4.4 All Contractor's staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 4.5 Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.

Further, to the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of domestic violence. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

## **5.0 REPORTING REQUIREMENTS**

In addition to and consistent with any reporting requirement provided in the Contract:

- 5.1 Contractor shall prepare and maintain annual fiscal reports in a form and with accuracy, as is prescribed by the Generally Accepted Accounting Principles (GAAP).
- 5.2 Contractor shall prepare and provide to County an annual report for submission to the Los Angeles County Board of Supervisors. The report shall include all of the following elements:
  - 5.2.1 Total number of persons requesting services of the DVSBP.
  - 5.2.2 Number of persons served in the DVSBP, by each type of services provided.
  - 5.2.3 A description of the social and economic characteristics of persons receiving services, by type of service provided.
- 5.3 Data collection for the DVSBP shall be consistent with the federal Violence Against Women Act (18 U.S.C. sec 2261 et seq.).

## **6.0 CHARGES TO PARTICIPANTS**

Contractor shall provide DVSBP services at **NO COST** to Participants.

## **7.0 OTHER REQUIREMENTS**

### **7.1 Public Statements**

Contractor shall indicate in any and all press release(s) and any statement to the public related to DVSBP services that, "This project is administered, by Los Angeles County Department of Public Social Services." All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **7.2 Use of County Seal and DPSS Department Logo**

Contractor shall not use or display the official seal of the County or the DPSS Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **7.3 Location of Services**

7.3.1 Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

7.3.2 Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

7.3.3 Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **8.0 MONITORING**

Annually, Contractor shall certify that the DVSBP meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 4.0. DPSS shall annually evaluate Contractor's compliance with the other requirements of the Contract. DPSS shall not require Contractor to provide any information in violation of Welfare and Institutions Code Section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## 9.0 **RELEVANT STATUTES**

Attached are the following statutes which pertain to DVSBP:

- California Welfare and Institutions Code – Section 18290 through 18307 (Appendix C, Technical Exhibit 1)
- California Evidence Code Section 1037 through 1037.8 (Appendix C, Technical Exhibit 2)

**CALIFORNIA CODES  
WELFARE AND INSTITUTIONS CODE  
SECTION 18290-18307**

**18290.** The Legislature hereby finds and declares that there is a present and growing need to develop innovative strategies and services to ameliorate and reduce the trauma of domestic violence. There are hundreds of thousands of persons in California who are regularly abused. In many cases, the acts of domestic violence lead to the death of one of the involved parties. Victims of domestic violence come from all socioeconomic classes and ethnic groups, though it is the poor who suffer most from domestic violence, since they have no immediate access to private counseling and shelter for themselves and their children. Children, even when they are not physically assaulted, very often suffer deep and lasting emotional effects.

The Legislature further finds and declares that there is a high incidence of death and injury sustained by law enforcement officers in the handling of domestic disturbances. Police arrests for domestic violence are low, and victims are reluctant to press charges or make citizen's arrests. Furthermore, instances of domestic violence are considered to be the single most unreported crime in the state.

It is the intent of the Legislature to begin to explore and determine ways of achieving reductions in serious and fatal injuries to the victims of domestic violence and begin to clarify the problems, causes, and cures of domestic violence. In order to achieve these results, it is the intent of the Legislature that the state shall support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code.

It is further the intent of the Legislature to resolve conflicting interpretations as to whether county boards of supervisors have discretionary authority to fund nonshelter-based county domestic violence programs that lack any emergency or transitional shelter component, by restricting funding under this chapter to shelter-based domestic violence programs, as described in Sections 18294 and 18295. These clarifying and conforming changes are intended to be declaratory of existing law.

**18291.** For purposes of this chapter:

(a) "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

(b) "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:

- (1) Sexual relations between the parties while sharing the same living quarters.
  - (2) Sharing of income or expenses.
  - (3) Joint use or ownership of property.
  - (4) Whether the parties hold themselves out as husband and wife.
- (5) The continuity of the relationship.
  - (6) The length of the relationship.
- (c) "Domestic violence shelter" means a shelter for domestic violence victims that meets all of the following requirements:
- (1) Provides shelter in an undisclosed and secured location.
  - (2) Provides staff that meet the requirements set forth in Section 1037.1 of the Evidence Code.
  - (3) Meets the requirements set forth in Section 18294.
- (d) "Undisclosed" means a location that is not advertised or publicized.

**18293.** (a) In order to be eligible for funding pursuant to this chapter, a domestic violence shelter-based program shall demonstrate its ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any state or county funds appropriated for the purposes of this chapter. Each domestic violence shelter-based program shall make every attempt to qualify the domestic violence shelter-based program for any available federal funding.

(b) No provision of this section is intended to prohibit domestic violence shelter-based programs receiving funds pursuant to this chapter from receiving additional funds from any other public or private source. Funds provided pursuant to this chapter shall not be used to reduce the financial support from other public or private sources.

(c) Proposed or existing domestic violence shelter-based programs that meet the requirements set forth in Section 18294, shall receive funding pursuant to this chapter upon the approval of the local board of supervisors.

(d) Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based programs. Any additional fees received by Alameda County, Contra Costa County, Solano County, and the City of Berkeley at the time of issuance of a marriage license pursuant to Sections 18308, 18309, 18309.5, and 18309.6 that are in excess of the twenty-three dollar (\$23) fee collected pursuant to this act, shall be available to that city or county for funding domestic violence programs other than domestic violence shelter-based programs.

(e) Prior to approving a domestic violence shelter-based program or programs for this funding, the board shall consult with individuals and groups that have expertise in the problems of domestic violence and in the operation of domestic violence shelter-based programs including operations of existing domestic



violence shelter-based programs.

(f) Upon approving one or more domestic violence shelter-based programs for funding, the board shall direct the county treasurer to disburse moneys from the county's domestic violence shelter-based program special fund and for funding, the board shall designate a local agency to monitor the domestic violence shelter-based program or programs. This monitoring shall include information regarding the number of persons requesting services, the number of persons receiving services according to the type of services provided, and the need, if any, for additional services or staffing.

(g) Programs that receive funding through this chapter shall, to the extent feasible, provide services to persons with a physical

disability who are victims of domestic violence. If the program cannot provide the services, then the program's staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

(h) The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service requirements of Section 18294. The process shall be expedient and shall include a mechanism for annual recertification.

(i) Funding obtained pursuant to this chapter is for the unrestricted use of a recipient domestic violence shelter-based program, and may be used for direct and indirect costs.

**18294.** Domestic violence shelter-based programs shall provide all of the following basic services to victims of domestic violence and their children:

- (a) Shelter on a 24 hours a day, seven days a week basis.
- (b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
- (c) Temporary housing and food facilities.
- (d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
- (e) Referrals to existing services in the community.
- (f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
- (g) Arrangements for schoolage children to continue their education during their stay at the domestic violence shelter-based program.
- (h) Emergency transportation as feasible.

**18295.** In addition to the services required in Section 18294, to the extent possible, and in conjunction with already existing

community services, the domestic violence shelter-based programs shall provide a method of obtaining the following services for the victims of domestic violence:

- (a) Medical care.
- (b) Legal assistance.
- (c) Psychological support and counseling.
- (d) Information regarding other available social services.

**18296.** The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.

**18297.** The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.

**18298.** Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

**18299.** A domestic violence shelter-based program shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).

**18300.** An annual report shall be prepared by each domestic violence shelter-based program for submission to the county board of supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:

- (a) The total number of persons requesting services of the domestic violence shelter-based programs.
- (b) The number of persons served in the domestic violence shelter-based program, by each type of service provided.
- (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

**18301.** In addition to any other provisions of law concerning the confidentiality of personal information collected by domestic violence shelters, a county shall not require a domestic violence shelter-based program to provide any information not enumerated in Section 18300, or require the disclosure of any information pertaining to the confidential location of a domestic violence shelter-based program or the location or identity of any shelter resident, employee, or volunteer. A county shall not require a method of data collection or recording, or impose any other requirement,

that is inconsistent with the federal Violence Against Women Act (18 U.S.C. Sec. 2261 et seq.).

**18304.** A county may establish a program for reducing the incidence of domestic violence in the county by establishing or funding domestic violence shelter-based programs that meet the requirements of this chapter. Geographically adjacent counties may combine their respective domestic violence shelter-based programs special funds in order to establish one or more domestic violence shelter-based programs meeting the requirements of this chapter, in order to provide services to the clients of each county that combines its funds with another county.

**18305.** (a) At the time of issuance of a marriage license pursuant to Section 26840 of the Government Code, twenty-three dollars (\$23) of each fee paid shall be collected by the county clerk for deposit into the county domestic violence shelter-based programs special fund. The fees collected in this special fund shall be disbursed to approved domestic violence shelter-based programs on a yearly or more

frequent basis commencing July 1, 1980. The funds shall be disbursed using a request for qualification (RFQ) process.

(b) The board of supervisors shall direct the county clerk to deposit twenty-three dollars (\$23) of each fee into the county domestic violence shelter-based programs special fund. The county domestic violence shelter-based programs special fund shall fund domestic violence shelter-based programs established pursuant to Section 18304. Four dollars (\$4) of each twenty-three dollars (\$23) deposited into the county domestic violence shelter-based programs special fund shall be used, to the extent feasible, to support or expand domestic violence shelter-based programs to target underserved areas and populations. No more than 8 percent of the funds shall be expended for the administrative costs associated with the collection and segregation of the additional marriage license fees, administration of the county domestic violence shelter-based programs special fund, monitoring of the domestic violence shelter-based programs, and meeting the other administrative requirements imposed

by this chapter. Counties that do not participate in the establishing or funding of domestic violence shelter-based programs pursuant to this chapter shall be entitled to retain up to 4 percent of the funds for the administrative costs associated with the collection and segregation of the additional marriage license fees and the deposit of these fees in the county domestic violence shelter-based programs special fund.

**18305.5.** Notwithstanding the availability of funds in either the county domestic violence programs special fund, or the availability of community resources, the county may finance domestic violence shelter-based programs as described in Sections 18294 and 18295.

**18306.** The county board of supervisors shall consult with the local regional domestic violence coalition, consisting of representatives from existing domestic violence shelter-based programs, in planning for the establishment of a new domestic violence shelter-based program or for ongoing technical assistance for domestic violence shelter-based programs already in the county.

**18307.** (a) Notwithstanding Section 18305, a county may carry over funds deposited in a county domestic violence shelter-based programs special fund until the time that a domestic violence shelter-based program is established to serve the needs of domestic violence victims of the county. Records of these funds shall be available for public review upon request.

(b) Funds deposited in a county domestic violence shelter-based programs special fund may be used only to finance all, or one or more, basic services specified in Section 18294. This subdivision is declaratory of existing law. These funds shall be used for shelter services, and may be used for direct or indirect costs.

**EVIDENCE CODE**  
**SECTION 1037-1037.8**

1037. As used in this article, "victim" means any person who suffers domestic violence, as defined in Section 1037.7.

1037.1. (a) (1) As used in this article, "domestic violence counselor" means a person who is employed by a domestic violence victim service organization, as defined in this article, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training as specified in paragraph (2).

(2) The 40 hours of training shall be supervised by an individual who qualifies as a counselor under paragraph (1), and who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization. The training shall include, but need not be limited to, the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims.

(3) A domestic violence counselor who has been employed by the domestic violence victim service organization for a period of less than six months shall be supervised by a domestic violence counselor who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization.

(b) As used in this article, "domestic violence victim service organization" means a nongovernmental organization or entity that provides shelter, programs, or services to victims of domestic violence and their children, including, but not limited to, either of the following:

(1) Domestic violence shelter-based programs, as described in Section 18294 of the Welfare and Institutions Code.

(2) Other programs with the primary mission to provide services to victims of domestic violence whether or not that program exists in an agency that provides additional services.

1037.2. (a) As used in this article, "confidential communication" means any information, including, but not limited to, written or oral communication, transmitted between the victim and the counselor in

the course of their relationship and in confidence by a means which, so far as the victim is aware, discloses the information to no third persons other than those who are present to further the interests of the victim in the consultation or those to whom disclosures are reasonably necessary for the transmission of the information or an accomplishment of the purposes for which the domestic violence counselor is consulted. The term includes all information regarding the facts and circumstances involving all incidences of domestic violence, as well as all information about the children of the victim or abuser and the relationship of the victim with the abuser.

(b) The court may compel disclosure of information received by a domestic violence counselor which constitutes relevant evidence of the facts and circumstances involving a crime allegedly perpetrated against the victim or another household member and which is the subject of a criminal proceeding, if the court determines that the probative value of the information outweighs the effect of disclosure of the information on the victim, the counseling relationship, and the counseling services. The court may compel disclosure if the victim is either dead or not the complaining witness in a criminal action against the perpetrator. The court may also compel disclosure in proceedings related to child abuse if the court determines that the probative value of the evidence outweighs the effect of the disclosure on the victim, the counseling relationship, and the counseling services.

(c) When a court rules on a claim of privilege under this article, it may require the person from whom disclosure is sought or the person authorized to claim the privilege, or both, to disclose the information in chambers out of the presence and hearing of all persons except the person authorized to claim the privilege and such other persons as the person authorized to claim the privilege consents to have present. If the judge determines that the information is privileged and shall not be disclosed, neither he nor she nor any other person may disclose, without the consent of a person authorized to permit disclosure, any information disclosed in the course of the proceedings in chambers.

(d) If the court determines that information shall be disclosed, the court shall so order and inform the defendant in the criminal action. If the court finds there is a reasonable likelihood that any information is subject to disclosure pursuant to the balancing test provided in this section, the procedure specified in subdivisions (1), (2), and (3) of Section 1035.4 shall be followed.

1037.3. Nothing in this article shall be construed to limit any obligation to report instances of child abuse as required by Section 11166 of the Penal Code.

1037.4. As used in this article, "holder of the privilege" means:

- (a) The victim when he or she has no guardian or conservator.
- (b) A guardian or conservator of the victim when the victim has a guardian or conservator, unless the guardian or conservator is accused of perpetrating domestic violence against the victim.

1037.5. A victim of domestic violence, whether or not a party to the action, has a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between the victim and a domestic violence counselor in any proceeding specified in Section 901 if the privilege is claimed by any of the following persons:

- (a) The holder of the privilege.
- (b) A person who is authorized to claim the privilege by the holder of the privilege.
- (c) The person who was the domestic violence counselor at the time of the confidential communication. However, that person may not claim the privilege if there is no holder of the privilege in existence or if he or she is otherwise instructed by a person authorized to permit disclosure.

1037.6. The domestic violence counselor who received or made a communication subject to the privilege granted by this article shall claim the privilege whenever he or she is present when the communication is sought to be disclosed and he or she is authorized to claim the privilege under subdivision (c) of Section 1037.5.

1037.7. As used in this article, "domestic violence" means "domestic violence" as defined in Section 6211 of the Family Code.

1037.8. A domestic violence counselor shall inform a domestic violence victim of any applicable limitations on confidentiality of communications between the victim and the domestic violence counselor. This information may be given orally.

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# **DVSS SOQ APPLICATION**

## **PART I**

# DVSS SOQ APPLICATION PART I

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Proposer's Legal Name

**DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
SOQ**

**Service Category: (check one)**

- Case Management**  
 **Legal Services**

**Supervisory District:** \_\_\_\_\_

**Part I**

<b>EXHIBIT</b>		<b>PAGE</b>
	SOQ CHECKLIST/TABLE OF CONTENTS	___ to ___
1.	PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT FOR DOMESTIC VIOLENCE SUPPORTIVE SERVICES <i>(NOTE: Please use the correct form. There is one form for Case Management and one form for Legal Services.)</i>	___ to ___
2.	DVSS SOQ PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS	___ to ___
3.	DVSS SOQ PROPOSER'S PLAN TO PROVIDE DVSS	___ to ___
4.	PROPOSER'S REFERENCES	___ to ___
5.	PROPOSER'S LIST OF CONTRACTS	___ to ___
6.	PROPOSER'S LIST OF TERMINATED CONTRACTS	___ to ___
7.	DVSS SOQ ESTIMATED NUMBER OF PARTICIPANTS TO BE SERVED PER YEAR	___ to ___
8.	DVSS SOQ ANNUAL CONTRACT BUDGET	___ to ___
9.	SIGNATURE PAGE OF DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT	___ to ___

**DOMESTIC VIOLENCE SUPPORTIVE SERVICES  
SOQ  
Part I (Continued)**

<b>ATTACHMENTS</b>	<b>PAGE</b>
1. COPY OF MINUTES OF BOARD OF DIRECTORS MEETING OR RESOLUTION GRANTING AUTHORITY TO SUBMIT THE SOQ AND EXECUTE THE DVSS CONTRACT TO THE PERSON SIGNING	___ to ___
2. PROOF OF INSURANCE OR INSURABILITY	___ to ___
3. LICENSES HELD BY PROPOSER	___ to ___



7. Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), including but not limited to:
- a. Proposer must be either (1) a public entity or (2) a non-profit corporation qualified to do business in the State of California.
  - b. Proposer must have the financial capacity to provide services throughout the term of the Contract.
  - c. Proposer has provided case management services for at least three years, within the last five years to victims of domestic violence.
  - d. Proposer's Contractor Project Manager has two years of experience supervising and overseeing staff providing domestic violence services.
  - e. Proposer has a service site that is physically located in the Supervisorial District for which a Case Management contract is being requested.
  - f. Proposer must provide proof of insurance or insurability that meets the requirements specified in Sections 8.21 and 8.22 Appendix G, DVSS Sample Agreement.
  - g. Proposer shall accurately complete and submit all of the documents, forms, attachments and specified in RFSQ, Section 2.0.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Legal

Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number



7. Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), including but not limited to:
- a. Proposer must be either (1) a public entity or (2) a non-profit corporation qualified to do business in the State of California.
  - b. Proposer must have the financial capacity to provide services throughout the term of the Contract.
  - c. Proposer has provided legal services for at least three years, within the last five years to victims of domestic violence.
  - d. Proposer has provided legal services to low-income persons for at least three years out of the last five years.
  - e. Proposer's lead attorney is licensed in the State of California and has two years within the last 10 years of experience providing legal services to victims of domestic violence.
  - f. Proposer has a service site that is physically located in the Supervisorial District for which a Legal Services contract is being requested.
  - g. Proposer must provide proof of insurance or insurability that meets the requirements specified in Sections 8.21 and 8.22 of Appendix G, DVSS Sample Contract for Supportive Services.
  - h. Proposer shall accurately complete and submit all of the documents, forms, attachments specified in RFSQ Section 2.0.

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Legal  
Name: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_



On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**DVSS SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS**

---

**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

a.	Describe the geographic region and community served.
b.	Provide a demographic description of the population served by the Proposer (such as ethnicity, languages spoken, economic status and special circumstances and/or barriers and challenges faced by the service population).

**DVSS SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**

**Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

c. Provide the Proposer's mission and a description of the services currently provided by the Proposer.

**DVSS SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**

**Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

d. Describe the services provided by the Proposer during the last five years that were provided to victims of domestic violence.

**DVSS SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**      **Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

e. Indicate if Proposer currently has a service site in the Supervisorial District for which Proposer wishes to provide services, what services are currently provided at the site, and how long Proposer has provided services from this location.

f. Provide the address of the service site (if the site is a confidential shelter location, instead of providing the address, provide a statement certifying that the site is located within the Supervisorial District.):

**DVSS SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

g. Describe Proposer's experience in working with low-income families and individuals.

h. Describe the Proposer's capacity to provide services in languages other than English.

**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_  
 **Domestic Violence Case Management**  
 **Domestic Violence Legal Services**

Describe the Proposer’s plan to provide DVSS by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer’s name, Exhibit number, and Question number on all pages:

<p>1. <u>Key Staff</u> – Provide Names (or First Initials of First Name and year of birth), relevant experience and education, for Proposer’s staff that meet the minimum requirements:</p>
<p>2. <u>Training</u> – Describe proposer’s plan to ensure that staff have completed the required DV 40-hour training and the DPSS Domestic Violence Contractor Program Requirements Review training.</p>

**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_  
    **Domestic Violence Case Management**  
    **Domestic Violence Legal Services**

3. Explain how the Proposer plans to provide Case Management or Legal Services in the proposed Supervisorial District. Include hours of operation, number, level, and hours of staff at all service sites.



**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisory District:** \_\_\_\_\_  
    **Domestic Violence Case Management**  
    **Domestic Violence Legal Services**

4. FOR CASE MANAGEMENT ONLY-Describe how shelter bed night services will be provided (e.g., proposer run-shelter, commercial lodging).

5. FOR CASE MANAGEMENT ONLY-If Proposer provides “Optional services” described in RFSQ, Appendix A, Subsection 4.4, (e.g., Licensed Therapy), list the optional services to be provided and the Proposer’s plan to provide the service.

**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_  
 **Domestic Violence Case Management**  
 **Domestic Violence Legal Services**

6. Record Keeping – Describe the Proposer’s record keeping system, and means to maintain confidentiality of client information.

7. Quality Control – Explain by whom and how the Proposer’s quality control procedures will ensure high quality services will be provided.

**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_  
 **Domestic Violence Case Management**  
 **Domestic Violence Legal Services**

8. Estimated number of CalWORKs Participants that Proposer has the capacity to serve in a 12-month period.  
  
\_\_\_\_\_ CalWORKs Participants

9. If Proposer will serve GR/GROW Participants, estimate the number of GR Participants and the number of GROW Participants Proposer has the capacity to serve in a 12-month period.  
  
\_\_\_\_\_ GR                      \_\_\_\_\_ GROW                      \_\_\_\_\_ Not Applicable

10. Describe the Proposer’s policies and procedures to immediately identify participants or potential participants in emergency situations and provide assistance as soon as possible.

**DVSS SOQ  
PROPOSER’S PLAN TO PROVIDE DVSS SERVICES**

\_\_\_\_\_  
**PROPOSER’S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_

- Domestic Violence Case Management**
- Domestic Violence Legal Services**

<p>1. Describe the proposer’s Plan to provide Healthy Living Program (HLP) services.</p>
<p>2. Describe the level, number, and qualifications of the staff that will provide HLP services.</p>
<p>3. Describe how the HLP expected outcomes will be achieved.</p>

**PROPOSER'S REFERENCES**

**Contractor's Name:** \_\_\_\_\_

List a minimum of five references, up to a maximum of 10 references, where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all entities for which the Contractor has provided service within the last five years. The list must include all contracts with public entities. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List all contracts that have been terminated with the past ten years. Do not include contracts that expired.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			

**DVSS SOQ  
ESTIMATED NUMBER OF PARTICIPANTS TO BE SERVED PER YEAR**

\_\_\_\_\_  
**PROPOSER'S LEGAL NAME**

**Service Category: (check one)**                      **Supervisorial District:** \_\_\_\_\_  
    **Domestic Violence Case Management**  
    **Domestic Violence Legal Services**

Please indicate the estimated number of participants to be served per year for the above listed Service Category and Supervisorial District:

<b>Type of Participants</b>	<b>Estimated Number to be Served Per Year</b>
CalWORKs	
GR/GROW	



# DVSS SOQ ANNUAL CONTRACT BUDGET

## ANNUAL BUDGET SUMMARY

PROJECT NAME: DOMESTIC VIOLENCE SUPPORTIVE SERVICES

SERVICE CATEGORY:  Case Management  
 (Check one)  Legal Services

TYPE OF PARTICIPANT TO BE SERVED:  CalWORKs  
 (Check one)  GR  
 GROW

NOTE: A separate Line-Item Budget must be submitted for each type of participant to be served.

CONTRACTOR: \_\_\_\_\_

CONTRACT PERIOD: January 1, 2013 - December 31, 2015

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

	Case Management Annual Total			Legal Services Annual Total
CASE MANAGEMENT	a		LEGAL SERVICES	a
OUTREACH ACTIVITY	b			
TOTAL	c = a + b			
HLP Activity	d	6 months Total		

**ANNUAL LINE ITEM BUDGET**

**PROJECT NAME:** DOMESTIC VIOLENCE SUPPORTIVE SERVICES

**SERVICE CATEGORY:**  Case Management **TYPE OF PARTICIPANT TO BE SERVED:**  CaWORKs  
 (Check one)  Legal Services **(Check one)**  GR  
 GROW

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT PERIOD:** January 1, 2013 - December 31, 2015

**DIRECT COSTS <sup>1</sup>**

		12-Month Cost
<b>Staff (Personnel Schedule A)</b>		
Salaries	a	_____
Benefits	b	_____
<b>Total</b>	<b>c = a + b</b>	_____
<b>Operating Costs</b>		
Computer, Printer & Software <sup>2</sup>	f	_____
Equipment	g	_____
Maintenance	h	_____
Mileage (\$0.52 per mile x estimated mileage) <sup>3</sup>	i	_____
Office Supplies	j	_____
Postage	k	_____
Printing	l	_____
Legal Fees	m	_____
Rent	n	_____
Utilities	o	_____
Telephone	p	_____
Dues & Memberships	q	_____
Licenses/Permits/Fees	r	_____
Consultants/Professional fees	s	_____
Liability & other insurance	t	_____
Rent/storage	u	_____
Personnel Advertising	v	_____
Conferences/Meetings	w	_____
Staff Training	x	_____
<b>Total</b>	<b>y = add f thru x</b>	_____
<b>Total Direct Costs</b>	<b>aa = c + y</b>	_____

**INDIRECT COSTS**

**Indirect Costs (rate = \_\_\_\_\_%)**  
 (If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)

**TOTAL** \_\_\_\_\_

**Footnotes**

<sup>1</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Domestic Violence Supportive Services.  
<sup>2</sup> DPSS prior approval is required for purchase of any Information Technology (IT) equipment. Attach EDP Equipment Schedule and Justification Form.  
<sup>3</sup> Maximum mileage is the County's rate. Excludes driving between home and primary work location.

**ANNUAL PERSONNEL SCHEDULE**

Schedule A, Page 1

CONTRACTOR: \_\_\_\_\_

CONTRACT PERIOD: 1/1/13-12/31/15

Employee Name <sup>1</sup>	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary	% Time Allocation	Total Monthly Cost	12-Month Cost
<b>SUBTOTAL SALARIES</b>							

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION						From Other Personnel Schedules	12-Month Cost
Health Plan							
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation:							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
<b>Subtotal</b>							
<b>Total # of Positions by Classification</b>							
<b>TOTAL EMPLOYEE BENEFITS</b>							
						Monthly	12-Month Cost

**Footnotes**

<sup>1</sup> Provide names, or first initial of first name and year of birth. State expected filling date for a vacant position. Add more schedules if needed.





**ANNUAL BUDGET NARRATIVE**

Complete a budget narrative for each separate line item in the budget.

**PROJECT NAME:** DOMESTIC VIOLENCE SUPPORTIVE SERVICES

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT PERIOD:** January 1, 2013 - December 31, 2015

Administrative Staff Salaries	_____	_____
Benefits	_____	_____
Direct Staff Salaries	_____	_____
Benefits	_____	_____
Operating Costs	_____	_____
EDP	_____	_____
Equipment	_____	_____
Maintenance	_____	_____
Mileage	_____	_____
Office Supplies	_____	_____
Postage	_____	_____
Printing	_____	_____
Legal Fees	_____	_____
Rent	_____	_____
Utilities	_____	_____
Telephone	_____	_____
Dues and Memberships	_____	_____
Licenses, permits, fees	_____	_____
Consultants/Professional Fees	_____	_____
Liability and other Insurance	_____	_____
Rent/Storage	_____	_____
Personnel Advertising	_____	_____
Conferences/Meetings	_____	_____
Staff Training	_____	_____
Indirect Cost	_____	_____
	<b>Annual Total Operating Costs</b>	=====







**SIGNATURE PAGE OF  
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, of the Department of Public Social Services or designee and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

John F. Krattli  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ Date

**CONTRACTOR** \_\_\_\_\_ (INSERT CONTRACTOR NAME)

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

\_\_\_\_\_ Date

\_\_\_\_\_ Title

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

\_\_\_\_\_ Date

\_\_\_\_\_ Title

**INTENTIONALLY BLANK**

# **DVSBP SOQ APPLICATION**

## **PART I**

# DVSBP SOQ APPLICATION PART I

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Proposer's Legal Name

**DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES  
SOQ**

**Part I**

<b>EXHIBIT</b>		<b>PAGE</b>
	SOQ CHECKLIST/TABLE OF CONTENTS	___ to ___
1.	PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT	___ to ___
2.	DESCRIPTION OF CURRENT OPERATIONS	___ to ___
3.	PROPOSER'S REFERENCES	___ to ___
4.	PROPOSER'S LIST OF CONTRACTS	___ to ___
5.	PROPOSER'S LIST OF TERMINATED CONTRACTS	___ to ___
6.	ESTIMATED NUMBER OF PARTICIPANTS TO BE SERVED PER YEAR	___ to ___
7.	ANNUAL CONTRACT BUDGET	___ to ___
8.	SIGNATURE PAGE OF DOMESTIC VIOLENCE SHELTER-BASED PROGRAM CONTRACT	___ to ___
 <b>ATTACHMENTS</b>		
1.	COPY OF MINUTES OF BOARD OF DIRECTORS MEETING OR RESOLUTION GRANTING AUTHORITY TO SUBMIT THE SOQ AND EXECUTE THE CONTRACT TO THE PERSON SIGNING	___ to ___
2.	PROOF OF INSURANCE OR INSURABILITY	___ to ___
3.	LICENSES HELD BY PROPOSER	___ to ___

**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

**For Domestic Violence Shelter-Based Program Services**

Please complete, date and sign this form and include it in Part I of the SOQ. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant to the DVSBP Contract.

1. State Proposer's legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. Shelter Designation: \_\_\_\_\_

3. A. This SOQ application is for Domestic Violence Supportive Services-Shelter-Based Program Services:

Yes  No

- B. Check the Supervisorial District(s) to be served:

First  Second  Third  Fourth  Fifth

4. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

5. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

6. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

7. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_  
\_\_\_\_\_

.....

8. Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), including but not limited to:
- a. Proposer is either (1) a public entity or (2) a non-profit corporation qualified to do business in the State of California.
  - b. Proposer has the financial capacity to provide services throughout the term of the Contract.
  - c. Proposer has operated an emergency shelter for victims of domestic violence for a minimum of two years within the last five years.
  - d. Proposer's Contractor Project Manager has two years of experience supervising and overseeing staff providing domestic violence services.
  - e. Proposer must provide proof of insurance or insurability that meets the requirements specified in Subsection 8.21 and 8.22 of Appendix H, DVSBP Sample Contract.
  - f. Proposer's primary function is to administer DVSBP services.
  - g. Proposer has a confidential shelter which serves residents of Los Angeles County who are victims of domestic violence. **Do not disclose the location of the shelter in the SOQ.**
  - h. Proposer certifies that all Proposer's staff providing services under the DVSBP Contract and/or having any direct interaction with Participants served under the Contract are able to fluently read, write, speak, and understand English.
  - i. Proposer certifies that all Proposer's staff and volunteers providing services under the DVSBP Contract and/or having any direct interaction with Participants served under the Contract have completed a Domestic Violence 40-hour training course that meets the requirements of California Evidence Code Section 1037.1.
  - j. Proposer has policies in place to immediately identify Participants or potential Participants in emergency situations and provide assistance as soon as possible.
  - k. Proposer is registered on the County WebVen.
  - l. Proposer has the ability to receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any federal, State or County funds.
  - m. Proposer provides the following basic DVSBP services as required by Welfare and Institutions Code 18294, to victims of domestic violence and their children:
    - Shelter on a 24 hour a day, seven days a week basis;
    - A 24 hours a day, seven days a week telephone hotline for crisis calls;
    - Temporary housing and food facilities;
    - Psychological support and peer counseling provided in accordance with the California Evidence Code Section 1037.1;
    - Referrals to existing services in the community;

- A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
  - Arrangements for school age children to continue their education during their stay at the DVSBP; and
  - Emergency transportation as feasible.
- n. Proposer has a method for obtaining the following services for the victims of domestic violence, as required in Welfare and Institutions Code 18295, to the extent possible, and in conjunction with already existing community services:
- Medical care.
  - Legal Assistance.
  - Psychological support and counseling.
  - Information regarding other available social services.
- o. Proposer will work with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.
- p. Proposer has a track record of achieving community support and acceptance of the program by advocating the program to community representatives and groups within the community.
- q. Proposer utilizes trained volunteers to the maximum capacity in the delivery of Domestic Violence Shelter-Based Program services.
- r. Proposer certifies it has:
- the ability to serve a variety of cultural backgrounds;
  - bilingual staff to serve the needs of the community; and
  - formerly battered persons as staff members.
- s. Proposer has no record of unsatisfactory performance, lack of integrity or poor business ethics.
- t. Proposer accurately completed and submitted all of the exhibits, documents, forms, and attachments specified in Section 2.0, in the RFSQ.



Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Legal

Name: \_\_\_\_\_

e-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**DVSBP SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS**

---

**PROPOSER'S LEGAL NAME**

**Shelter Designation:** \_\_\_\_\_

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

a. Describe the geographic region and community served.

b. Provide a demographic description of the population served by the Proposer (such as ethnicity, languages spoken, economic status and special circumstances and/or barriers and challenges faced by the service population).

c. Describe the Proposer's current (or past) experience providing emergency shelter to victims of domestic violence.

**DVSBP SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

- d. Provide the Proposer's mission and a description of how services are currently provided by the Proposer. Provide a description of how Proposer provides services as required by the Welfare and Institutions Code 18294 to victims of domestic violence and their children.

**DVSBP SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

e. Describe Proposer's method for obtaining medical care, legal assistance, psychological support and counseling, and information regarding other available social services, as required in Welfare and Institutions Code 18295, to the extent possible, and in conjunction with already existing community services:

f. Describe your other sources of funding, and how those funds are used to augment federal, State, or County funds.

**DVSBP SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

g. Describe how Proposer works with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the DVSBP.

h. Describe Proposer's track record of achieving community support and acceptance of the program by advocating the program to community representatives and groups within the community.

**DVSBP SOQ  
PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS  
(CONTINUED)**

---

**PROPOSER'S LEGAL NAME**

i. Describe how Proposer utilizes trained volunteers to the maximum capacity in the delivery of Domestic Violence Shelter-Based Program services.

j. Describe Proposer's: i) ability to serve a variety of cultural backgrounds; ii) capacity to provide services in languages other than English, and iii) utilize formerly battered persons as staff members.

**PROPOSER’S REFERENCES**

**Contractor’s Name:** \_\_\_\_\_

List a minimum of five references, up to a maximum of 10 references, where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all entities for which the Contractor has provided service within the last five years. The list must include all contracts with public entities (if any). Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.



**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List all contracts that have been terminated with the past ten years. Do not include contracts that expired.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	Reason for Termination:			

**DVSBP SOQ  
 ESTIMATED NUMBER OF PARTICIPANTS TO BE SERVED PER YEAR**

\_\_\_\_\_  
**PROPOSER'S LEGAL NAME**

Please indicate the estimated number of participants to be served per year for each Supervisorial District:

Supervisorial District						
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	Total
Estimated Number to be Served Per Year						

APPENDIX E - SOQ APPLICATION  
 EXHIBIT 7 - DVSBP SOQ ANNUAL CONTRACT BUDGET

**ANNUAL LINE ITEM BUDGET**

**PROJECT NAME:** DOMESTIC VIOLENCE SHELTER-BASED PROGRAM

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT PERIOD:** January 1, 2013 - December 31, 2017

**DIRECT COSTS <sup>1</sup>**

		<b>12-Month Cost</b>
<b>Staff (Personnel Schedule A)</b>		
Salaries	a	_____
Benefits	b	_____
<b>Total</b>	<b>c = a + b</b>	_____
<b>Operating Costs</b>		
Computer, Printer & Software <sup>2</sup>	f	_____
Equipment	g	_____
Maintenance	h	_____
Mileage (\$0.52 per mile x estimated mileage) <sup>3</sup>	i	_____
Office Supplies	j	_____
Postage	k	_____
Printing	l	_____
Legal Fees	m	_____
Rent	n	_____
Utilities	o	_____
Telephone	p	_____
Dues & Memberships	q	_____
Licenses/Permits/Fees	r	_____
Consultants/Professional fees	s	_____
Liability & other insurance	t	_____
Rent/storage	u	_____
Personnel Advertising	v	_____
Conferences/Meetings	w	_____
Staff Training	x	_____
<b>Total</b>	<b>y = add f thru x</b>	_____
<b>Total Direct Costs</b>	<b>aa = c + y</b>	_____

**INDIRECT COSTS**

**Indirect Costs (rate = \_\_\_\_\_%)**  
 (If the rate is 10% or higher, attach a current approval letter for the Indirect Cost Rate Proposal)

**TOTAL** \_\_\_\_\_

**Footnotes**

- <sup>1</sup> All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Domestic Violence Shelter-Based Prog.
- <sup>2</sup> Attach EDP Equipment Schedule and Justification Form.
- <sup>3</sup> Maximum mileage is the County's rate. Excludes driving between home and primary work location.

APPENDIX E – DVSBP SOQ APPLICATION  
EXHIBIT 7

APPENDIX E - SOQ APPLICATION  
EXHIBIT 7 - DVSBP SOQ ANNUAL CONTRACT BUDGET

**ANNUAL PERSONNEL SCHEDULE**  
Schedule A, Page 1

CONTRACTOR: \_\_\_\_\_

CONTRACT PERIOD: 1/1/13-12/31/17

Employee Name <sup>1</sup>	Payroll Title	Classification	Number of Positions	Monthly or Hourly Salary	% Time Allocation	Total Monthly Cost	12-Month Cost	
<b>SUBTOTAL SALARIES</b>								

MONTHLY EMPLOYEE BENEFITS BY CLASSIFICATION						From Other Personnel Schedules	12-Month Cost
Health Plan							
Dental Plan							
Retirement							
SUI							
Social Security							
Worker's Compensation:							
Long-Term Disability							
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Subtotal							
Total # of Positions by Classification							
<b>TOTAL EMPLOYEE BENEFITS</b>							

Monthly 12-Month Cost

**Footnotes**

<sup>1</sup> Do not utilize Employee's full name. Utilize Employee's First Initial and Year of Birth. State expected filling date for a vacant position. Add more schedules if needed.





APPENDIX E - SOQ APPLICATION  
EXHIBIT 7 - DVSBP SOQ ANNUAL CONTRACT BUDGET

**ANNUAL BUDGET NARRATIVE**

Complete a budget narrative for each separate line item in the budget.

**PROJECT NAME:** DOMESTIC VIOLENCE SHETLER-BASED PROGRAM SERVICES

**CONTRACTOR:** \_\_\_\_\_

**CONTRACT PERIOD:** **January 1, 2013 - December 31, 2017**

Administrative Staff Salaries	_____	_____
Benefits	_____	_____
Direct Staff Salaries	_____	_____
Benefits	_____	_____
Operating Costs	_____	_____
EDP	_____	_____
Equipment	_____	_____
Maintenance	_____	_____
Mileage	_____	_____
Office Supplies	_____	_____
Postage	_____	_____
Printing	_____	_____
Legal Fees	_____	_____
Rent	_____	_____
Utilities	_____	_____
Telephone	_____	_____
Dues and Memberships	_____	_____
Licenses, permits, fees	_____	_____
Consultants/Professional Fees	_____	_____
Liability and other Insurance	_____	_____
Rent/Storage	_____	_____
Personnel Advertising	_____	_____
Conferences/Meetings	_____	_____
Staff Training	_____	_____
Indirect Costs	_____	_____
	<b>Annual Total Operating Costs</b>	=====

**SIGNATURE PAGE OF  
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, of the Department of Public Social Services or designee and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ Date

**CONTRACTOR, \_\_\_\_\_**

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

\_\_\_\_\_ Date

\_\_\_\_\_ Title

Print Name

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

\_\_\_\_\_ Date

\_\_\_\_\_ Title

Print Name



# **SOQ APPLICATION**

## **PART II**

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Proposer's Legal Name

**SOQ**

**Part II**

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**SOQ**

**Part II (Continued)**

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II. CERTIFICATE OF GOOD STANDING WITH STATE OF CALIFORNIA OR STATE OF INCORPORATION	___ to ___
III. STATEMENT OF DOMESTIC (OR FOREIGN) STOCK CORPORATION AS FILED WITH CALIFORNIA SECRETARY OF STATE, AND STATEMENT WHICH INCLUDES THE NAMES OF CORPORATE OFFICERS	___ to ___
IV. FINANCIAL STATEMENTS	___ to ___
FOR YEAR ENDING _____ (insert year)	___ to ___
FOR YEAR ENDING _____ (insert year)	___ to ___
FOR YEAR ENDING _____ (insert year)	___ to ___
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VII. COPY OF MOST RECENT FILING UNDER REGISTRY OF CHARITABLE TRUSTS	___ to ___

<b>SOQ PART II SUMMARY FORM</b>
-------------------------------------

<b>Proposer Legal Name</b>	
<b>Corporate headquarters Address, City &amp; Zip Code:</b>	

<b>Supervisory District Proposer Corporate Headquarters is physically located:</b>	
--	--

<b>Contact Person</b>		<b>Title:</b>	
<b>Email Address:</b>		<b>Phone:</b>	

The Proposer’s Part II Exhibits and Attachments are incorporated herein Proposer’s SOQ for the indicated Service Categories in the indicated Supervisory District as follows:

	Type of Service Proposed to Directly Provide: (Check all that apply)	Supervisory District (SD) to be Served for Type of Service Listed on Left				
		SD 1	SD 2	SD 3	SD 4	SD 5
<input type="checkbox"/>	Case Management - CalWORKs					
<input type="checkbox"/>	Case Management - GR and GROW					
<input type="checkbox"/>	Legal Services – CalWORKs/GAIN					
<input type="checkbox"/>	Legal Services – GR AND GROW					
<input type="checkbox"/>	Domestic Violence Shelter-Based Program -					
	Shelter Designation:					
	Shelter Designation:					

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. **Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
2. **Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
3. **Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. **Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. **Participated in any way in developing the contract or its service specifications; and**
4. **Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

## PROPOSER'S EEO CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

---

Signature

Date

---

Name and Title of Signer (please print)

**FAMILIARITY WITH THE COUNTY  
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor organization have and will comply with it during the proposal process; and
- 3) it is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

---

Signature

Date

---

Name and Title of Signer (please print)



## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Prospective Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Prospective Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Prospective Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

### **Prospective Contractors unable to meet this requirement shall not be considered for contract award.**

Prospective Contractor shall complete all of the following information, sign where indicated below, and return this form with the SOQ being submitted:

A. Prospective Contractor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Prospective Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Prospective Contractor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Prospective Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Prospective Contractor's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County’s solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

**OR**

Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## PENDING LITIGATION AND JUDGMENTS

---

### PROPOSER'S LEGAL NAME

Identify by name, case, and court jurisdiction any pending litigation in which the Proposer is involved, or judgments against Proposer in the last five (5) years. Describe the size and scope of any judgment, pending or threatening litigation against the Proposer or principals of the Proposer.

Use additional sheets, if necessary.

**INTENTIONALLY BLANK**

**APPENDIX G**

**SAMPLE CONTRACT - DVSS**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**AND**

**(CONTRACTOR)**

**FOR**

**DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

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G	Jury Service Ordinance (See Appendix K, RFSQ)	

- H Certification of No Conflict of Interest (See Appendix F, SOQ Application Part II, Exhibit A)
- I Contractor's EEO Certification (See Appendix F, SOQ Application Part II, Exhibit B)
- J Internal Revenue Service Notice 1015 (See Appendix L, RFSQ)
- K Safely Surrender Baby Law (See Appendix M, RFSQ)
- L Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH)
- M Contractor's Charitable Activities Compliance (See Appendix F, SOQ Application Part II, Exhibit F)
- N Contractor's Nondiscrimination in Services Certification
- O Civil Rights Complaint Form – Complaint of Discriminatory Treatment
- P Defaulted Property Tax Reduction Program (See Appendix O, RFSQ)

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
(CONTRACTOR)  
FOR  
DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

This Contract and Attachments made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Los Angeles, Department of Public Social Services hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide Domestic Violence Supportive Services.

**RECITALS**

WHEREAS, the County has created a Domestic Violence Supportive Services Program for California Work Opportunity and Responsibility to Kids, Greater Avenues for Independence, General Relief and General Relief Opportunities for Work (CalWORKs/GAIN/GR/GROW) participants, pursuant to Section 11322.6 of the California Welfare and Institutions Code, hereinafter referred to as "Program"; and

WHEREAS, the Contractor specializes in providing Domestic Violence Supportive Services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Public Social Services or designee to execute and administer this Contract;

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

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

**Attachments:**

Attachment A	Statement of Work – Domestic Violence Supportive Services Program
Attachment B	County’s Administration
Attachment C	Contractor’s Annual Budget
Attachment D	Pricing Schedule and Sample Invoice Format
Attachment E	Contractor’s Administration
Attachment F	Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Contract
Attachment G	Jury Service Ordinance
Attachment H	Certification of No Conflict of Interest
Attachment I	Contractor’s EEO Certification
Attachment J	Internal Revenue Service Notice 1015
Attachment K	Safely Surrendered Baby Law
Attachment L	Contractor’s Obligations As a “Business Associate” Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH)
Attachment M	Contractor’s Charitable Activities Compliance
Attachment N	Contractor’s Nondiscrimination in Services Certification
Attachment O	Civil Rights Complaint Form
Attachment P	Defaulted Property Tax Reduction Program

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Administrative Directives:** Written policies and procedures developed and distributed by DPSS.

**2.2 Battered Non-Citizen Participant:** A Participant who has been determined to be eligible by the USCIS via an approved or prima facie (pending) determination letter for Battered Non-Citizens under the

Violence Against Women Act (VAWA) provisions and for whom CalWORKs benefits have been issued or approved.

- 2.3 CalWORKs Participant:** A person enrolled in the CalWORKs program including his/her minor dependent children who receive temporary cash assistance and employment services, unless otherwise exempt.
- 2.4 Cohabitant:** Two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following: a) sexual relations between the parties while sharing the same living quarters; b) sharing of income or expenses; c) joint use of ownership of property; d) whether the parties hold themselves out as husband and wife; e) the continuity of the relationship; and f) the length of the relationship.
- 2.5 Concurrent WtW Activity:** To complete one or more GAIN or GROW WtW activities during the same service period but before exiting DVSS.
- 2.6 Contractor:** A Proposer who has entered into a contract with the County to perform work described in the RFSQ.
- 2.7 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 County Contract Administrator (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.
- 2.9 County Contract Program Monitor (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.
- 2.10 County Contract Section Manager:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department or DPSS:** The Los Angeles County Department of Public Social Services.
- 2.13 Director:** Director of the Department of Public Social Services.
- 2.14 Domestic Violence (DV):** Abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.

- 2.15 DPSS Domestic Violence Contract Program Review:** A domestic violence program review conducted by DPSS staff to Contractor staff working on this Contract.
- 2.16 Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 Former CalWORKs WtW Participants Receiving Post-Employment Services (PES):** A participant who became ineligible for CalWORKs because of increased employment earnings or because aid was terminated at the participant's request and is participating in PES activities. PES are available for up to twelve (12) months from the date of termination from CalWORKs when the participant is engaged in an approved activity.
- 2.18 Greater Avenues for Independence (GAIN):** A program within CalWORKs that helps CalWORKs participants prepare for and find employment.
- 2.19 GAIN Case Manager (GCM):** A contracted employee that develops and monitors individualized employment plans for GAIN program participants and identifies and provides support services to GAIN participants.
- 2.20 GAIN Services Worker (GSW):** The designated GAIN worker that develops and monitors individualized employment plans for GAIN program participants and identifies and provides support services to GAIN participants.
- 2.21 General Relief (GR):** A County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for federal or State programs.
- 2.22 General Relief Opportunity for Work (GROW):** A program within GR that provides employment and training services to help employable GR participants obtain jobs and achieve self-sufficiency.
- 2.23 GROW Case Manager:** The designated GROW worker that develops and monitors individualized employment plans for GROW program participants and identifies and provides support services to GROW participants.
- 2.24 Non-Custodial Parents:** A parent of CalWORKs eligible child(ren). A Non-Custodial Parent is not CalWORKs eligible, but may be eligible for DVSS based on the results of the PA 1206, Screening for Potential CalWORKs Eligibility, administered by DPSS.
- 2.25 Other Eligible Participant:** A Participant who qualify under VAWA, Family Based Petitions, Self-Petition by Widowers, Cancellation of Removal/Suspension of Deportation Petitions or have been determined to

be eligible under Senate Bill (SB) 1569, victims of domestic violence and/or serious crimes (U-Visa petition), or human trafficking victims (T Visa).

- 2.26 Participant:** A victim of Domestic Violence who receive services under this Contract.
- 2.27 Post-Time Limited (PTL) CalWORKs WtW Participant:** A participant who has exhausted his/her 60 months of cash aid; may still be receiving cash aid based on his/her qualifying children and is participating in PTL services.
- 2.28 Refugee Employment Program (REP) Referrals for Refugee Cash Assistance (RCA) Participants:** A refugee participant as established by the United States Citizenship and Immigration Services (USCIS) who receive cash aid and is enrolled as a Participant with a Refugee Employment Program Contractor.
- 2.29 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Contracts.
- 2.30 Service Period:** The time in which DVSS began and the time DVSS services ended, terminated or discontinued.
- 2.31 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.32 Statement of Work (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.
- 2.33 Supervising County Contract Administrator (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.
- 2.34 Undisclosed:** A location that is not advertised or publicized.
- 2.35 Welfare-to-Work (WtW):** The employment segment of CalWORKs designed to assist individuals who are receiving assistance through CalWORKs to transition as rapidly as possible from dependence on public assistance into self-sufficiency through unsubsidized employment.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing domestic violence supportive services as set forth in Attachment A, Statement of Work - Domestic Violence Supportive Services Program and this Contract as set forth herein.



- 3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

#### **4.0 TERM OF CONTRACT**

- 4.1 This Contract is effective January 1, 2013, or upon the date of its execution by the Director or designee as authorized by the Board of Supervisors whichever is later. This Contract shall expire on December 31, 2015 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Public Social Services at the address herein provided in Attachment B, County's Administration.
- 4.4 CONTRACTOR shall not charge Participants any fees/cost for any services provided to the participant under this Contract.

#### **5.0 CONTRACT SUM/COMPENSATION**

- 5.1 The annual maximum amount for Calendar Year 2013 is \$\_\_\_\_\_ and the County shall not be liable in any event for payment in excess of this maximum amount. The annual maximum for subsequent years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the amount paid to Contractor during Calendar Year 2013, the number of Contractors participating in the Domestic Violence Supportive Services project, the total funds available for the DVSS project for the year and any other relevant factors in determining the annual contract amount for subsequent years.
- 5.2 Contractor shall be paid based on Attachment D, Pricing Schedule, for services rendered.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department of Public Social Services at the address herein provided in Attachment B, County's Administration.

**5.5 No Payment for Services Provided Following Expiration/ Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.6 Invoices and Payments**

5.6.1 For providing domestic violence supportive services pursuant to this Contract, Contractor shall invoice County for service provided no later than 15 days after the month service was rendered, using the Sample Invoice Format, Attachment D.

5.6.2 Payment for all work shall be based on the fixed fee-schedule price per service, subject to the Total Maximum Amount specified in each service less any amounts assessed in accordance with Subsection 8.23, Liquidated Damages.

5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.6.4 Invoices under this Contract shall be submitted to the County Contract Administrator.

5.6.5 Contractor shall submit an invoice (Attachment D) which shall specify:

- Contractor's Name and Address;
- Contract Number and Contract Period;
- Contract Type (Case Management or Legal Service);
- Supervisorial District;
- Month and year being invoiced;

- First initial of persons served and invoiced;
- DPSS Case Number;
- Service type, units of service and price;
- The total amount of the invoice; and
- Year-to-date contract amount balance.

5.6.6 **County Approval of Invoices** All invoices submitted by, Contractor must receive the written approval of County Contract Administrator, who shall be responsible for a detailed evaluation of Contractor's performance before approval and payment of invoices is permitted.

5.6.7 **Withholding of Payment** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment. If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in subsection 5.6.5 above, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.6.8 **Disallowed Costs** The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating any contract that the Contractor has with the County. The County shall require the Contractor pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County. The County shall notify the Contractor of any disallowed costs.

5.6.9 **Delay of Payment** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

#### 5.6.10 **Unspent Funds**

5.6.10.1 At the end of each Calendar Year and at the end of the Contract term, any excess funds and interest the Contractor has accumulated for the provision of services are to be treated as Unspent Funds.

5.6.10.2 At the County's sole discretion, these Unspent Funds may be retained by the Contractor to fund enhanced

program related services but not the services already being provided by the Contractor. The use of the Unspent Funds must be reasonable and allowable.

5.6.10.3 Contractor shall be responsible for tracking all Contract Payments and expenditures for the program, including submission of the following:

- a) An Expenditure Report on Contract revenues versus expenditures for each CY must be submitted to DPSS CMD on Jan 31<sup>st</sup> following the end of each CY and no later than one month after the end of the contract term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten calendar days after submission of the original report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the County.
- b) The County reserves the right to change the Expenditure Report reporting periods.

5.6.10.4 A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by Contractor to County with the Contractor's Expenditure Report.

- a) Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the Contract Budget. The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122 (<http://www.withehouse.gov/omb/circularsdefault>). The Disposition Plan will be reviewed by the County and is subject to approval at the County's sole discretion. Unspent Funds must be used within the FY that the Disposition Plan is approved or within a time period determined by the County.
- b) In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.

- c) If the County does not approve the Contractor's Disposition Plan, the County will request the Unspent Funds and its earned interest be returned to the County within 30 days after County's disapproval of the Disposition Plan. The Contractor must comply with the County's request.
- d) County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion and Contractor must return the remaining Unspent Funds and its earned interest to the County.
- e) The Contractor must submit a Final Disposition Report to the County within 30 days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the County with the Final Disposition Plan.

5.6.10.5 All uses of funds paid to and expended by Contractor, including Unspent Funds, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by County.

5.6.10.6 Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the County.

5.6.10.7 Contractor agrees to be bound by applicable federal, State and County cost principles and regulations, and to repay to County amounts, with its earned interest, which are found to violate the terms of this Contract or applicable provisions.

#### 5.6.11 Budget Modification

Contractor may, at Contractor's discretion, reallocate funds among each of the budget categories as shown in Attachment C,

Contractor's Annual Budget, to a maximum of 10 percent of each budget category and shall not exceed the Annual Maximum amount as stated in Contractor's Annual Budget. Reallocation of funds by Contractor by more than 10 percent requires written approval by DPSS.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Subsections are designated in Attachment B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Contract Section Manager (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

#### **6.2 Supervising County Contract Administrator (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1 Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

#### **6.3 County Contract Administrator (CCA):**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;
- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.4 County Contract Program Monitor (CPM):**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

### **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor's Project Manager**

7.1.1 Contractor Project Manager is designated in Attachment E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager within five business days.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

#### **7.2 Contractor's Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Attachment E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five business days.

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### **7.4 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

#### **7.5 Background and Security Investigations**

Background and security investigations of Proposer's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Proposer.

## 7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract", Attachment F.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment F.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Attachment F.



- 7.6.7 By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of

this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.3 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.3.1 Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.3.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.3.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

8.3.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.3.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.

8.3.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.3.7 Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

### **8.4 COMPLIANCE WITH APPLICABLE LAW**

8.4.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations

under this Paragraph 8.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.5.1 Jury Service Program:** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

### **8.5.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

- 8.6.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.6.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is

not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Attachment H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

## **8.7 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.

## **8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.8.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

8.8.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.9.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.9.2 Chapter 2.202 of the County Code**

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 that the Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.9.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The

Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.9.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## **8.10 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

## **8.11 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

8.11.1 The 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.

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

## **8.12 COUNTY'S QUALITY ASSURANCE PLAN**

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



may terminate this Contract or impose other penalties as specified in this Contract.

### **8.13 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.14.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.14.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.16 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and 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 work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.17 FORCE MAJEURE**

8.17.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.17.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.17.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.18 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONTRACTOR STATUS**

- 8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.19.4 The Contractor shall adhere to the provisions stated in Subsection 7.6 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnities”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

## **8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants

that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### 8.21.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, California 91746  
Attention: Sandra Smalls

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 8.21.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.21.3 **Cancellation of Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 8.21.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.21.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.21.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.21.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

**8.21.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**8.21.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.21.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

**8.21.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.21.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.21.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.21.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.22 INSURANCE COVERAGE**

**8.22.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

**8.22.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.22.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.22.4 **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.22.5 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.23 LIQUIDATED DAMAGES**

8.23.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.



8.23.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director or designee, deems are correctable by the Contractor over a certain time span, the Director or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.23.3 The action noted in paragraph 8.23.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.23.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.23.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.24 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.25.2 The Contractor shall certify to, and comply with, the provisions of Attachment I - Contractor's EEO Certification.
- 8.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.25 when so requested by the County.
- 8.25.7 If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal

Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

#### **8.26 NON EXCLUSIVITY**

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

#### **8.27 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager or County Project Director is not able to resolve the dispute, the Director of the Department of Public Social Services or designee shall resolve it.

#### **8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment J, Internal Revenue Service Notice No. 1015.

#### **8.30 NOTICE TO EMPLOYEES REGARDING THE 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 set forth in Attachment K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Attachment B, County's Administration and Attachment E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Director or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.33 PUBLIC RECORDS ACT**

8.33.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.33.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.34 PUBLICITY**

8.34.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from

publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.34.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.34 shall apply.

### **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.35.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. The County shall make a

reasonable effort to maintain the confidentiality of such audit report(s).

- 8.35.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.35.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.36 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **8.38 TERMINATION FOR CONVENIENCE**

- 8.38.1 County may terminate this Contract, hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest.

Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.38.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.38.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract or Work Order shall be maintained by the Contractor in accordance with Subsection 8.35, Record Retention AND Inspection/Audit Settlement.

### **8.39 TERMINATION FOR DEFAULT**

8.39.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.39.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.39.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.39.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.39.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph 8.39.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.39.4 If, after the County has given notice of termination under the provisions of this Subsection 8.39, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.39, or that the default was excusable under the provisions of paragraph 8.39.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.38 - Termination for Convenience.

8.39.5 The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

8.40.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.



8.40.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.40.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.41 TERMINATION FOR INSOLVENCY**

8.41.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.41.2 The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in

the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.44 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

8.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.47 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.47.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

9.1.1 The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the Director or designee.

9.1.2 For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.

9.1.3 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Contract Manager.

#### **9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment L in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment L, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and

the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Contract).

### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Attachment M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **9.4 COMPLIANCE WITH CIVIL RIGHTS LAWS**

9.4.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall sign and adhere to Attachment N, Contractor's Nondiscrimination in Services Certification.

9.4.2 COUNTY will provide Civil Right Compliant Form, PA 607 attached as Attachment O, to Contractor for use by CalWORKs participants in reporting civil rights complaints.

9.4.3 All civil rights complaints shall be sent directly to:

County of Los Angeles  
Department of Public Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attention: Civil Rights Section

### **9.5 CHILD/ELDER ABUSE/FRAUD REPORTING**

9.5.1 Contractor staff working on this Contract shall comply with California PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

- 9.5.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-400 within 24 hours of suspicion of instances of child abuse.
- 9.5.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (W&IC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.5.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.5.5 Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

## 9.6 SUBCONTRACTING

- 9.6.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior written consent of the County may be deemed a material breach of this Contract.
- 9.6.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 9.6.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 9.6.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.6.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel,

including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 9.6.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 9.6.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.6.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Administrator before any subcontractor employee may perform any work hereunder.

#### **9.7 COMPLIANCE WITH AUDITOR CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts). Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

#### **9.8 COMPLIANCE WITH REGULATIONS**

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

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, of the Department of Public Social Services or designee and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel  
Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) Date \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)



**ATTACHMENT A**

**STATEMENT OF WORK**

**DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

(See Appendix A, of RFSQ DVSS Statement of Work)

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT SECTION MANAGER:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ANNUAL BUDGET

**DVSS PRICING SCHEDULE  
AND  
SAMPLE INVOICE FORMAT**  
(See RFSQ Appendix B, Exhibit D)

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_

Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by my employer for the County. I have read this contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## **Jury Service Ordinance**

(See Appendix K, RFSQ)

**CERTIFICATION OF NO CONFLICT OF INTEREST**  
(See Appendix F, SOQ Application Part II, Exhibit A)

**CONTRACTOR'S EEO CERTIFICATION**  
(See Appendix F, SOQ Application Part II, Exhibit B)

**INTERNAL REVENUE SERVICE NOTICE 1015**  
(See Appendix L, RFSQ)

**SAFELY SURRENDERED BABY LAW**  
(See Appendix M, RFSQ)

**CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE  
UNDER THE HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY  
FOR ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be

transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Contract.

- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

**OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Contract;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- a. shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information.  
Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308,



164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.

Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach; and
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches;
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

**OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

**TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Contract.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b) Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or
  - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Contract, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Contract.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**  
(See Appendix F, SOQ Application Part II, Exhibit F)

**CONTRACTORS NONDISCRIMINATION  
IN SERVICES CERTIFICATION**

\_\_\_\_\_  
Bidder's/Offeror's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

(Circle One)

- |    |  |     |    |
|----|--|-----|----|
| 1. | CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits.   | Yes | No |
| 2. | CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.   | Yes | No |
| 3. | Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time. | Yes | No |

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91745

CASE NAME: [ ]

CASE NUMBER: [ ]

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:
\_\_\_\_\_
\_\_\_\_\_

THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

CONSENT GRANTED – By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

(SIGNATURE) \_\_\_\_\_ (DATE) \_\_\_\_\_ ADDRESS: \_\_\_\_\_
TELEPHONE: \_\_\_\_\_



**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
(See Appendix O, RFSQ)

**APPENDIX H  
DVSBP SAMPLE CONTRACT**



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
(CONTRACTOR)  
FOR  
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES**

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- A Statement of Work and Technical Exhibits (See Appendix A, RFSQ)
- B County’s Administration
- C Contractor’s Annual Budget
- D Sample Invoice Format
- E Contractor’s Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance (See Appendix K, RFSQ)
- H Certification of No Conflict of Interest (See Appendix F, SOQ Application Part II, Exhibit A)
- I Contractor’s EEO Certification (See Appendix F, SOQ Application Part II, Exhibit B)
- J Internal Revenue Service Notice 1015 (See Appendix L, RFSQ)
- K Safely Surrender Baby Law (See Appendix M, RFSQ)
- L Contractor’s Charitable Activities Compliance (See Appendix F, SOQ Application Part II, Exhibit F)

M Defaulted Tax Property Reduction Program

**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES,**  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**DOMESTIC VIOLENCE SHELTER-BASE PROGRAM SERVICES**

This Contract and Attachments made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Los Angeles, Department of Public Social Services hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, to provide Domestic Violence Shelter-Based Program.

**RECITALS**

WHEREAS, the County has created a County Domestic Violence Program Special Fund, pursuant to Section 18305 of the California Welfare and Institutions Code (W&IC) and has collected revenue for the Fund through the marriage license fees designed for such use by Section 18305 of W&IC; and

WHEREAS, the County, pursuant to California Penal Code Section 1203.097, has collected revenue for the County Domestic Violence Program Special Fund through a special portion of the fees collected by the Courts from convicted batterers; and

WHEREAS, the County has selected the Contractor to provide services to victims of domestic violence as specified in Section 18294 of the California W&IC; and

WHEREAS, the Contractor desires to participate in such a program and has warranted its qualification to provide services set forth in Sections 18293 through 18300 of the California W&IC and in this Contract; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Public Social Services or designee to execute and administer this Contract; and

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

**1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise

between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

**Attachments:**

Attachment A	Statement of Work – Domestic Violence Supportive Services Program
Attachment B	County’s Administration
Attachment C	Contractor’s Annual Budget
Attachment D	Sample Invoice Format
Attachment E	Contractor’s Administration
Attachment F	Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
Attachment G	Jury Service Ordinance
Attachment H	Certification of No Conflict of Interest
Attachment I	Contractor’s EEO Certification
Attachment J	Internal Revenue Service Notice 1015
Attachment K	Safely Surrendered Baby Law
Attachment L	Contractor’s Charitable Activities Compliance
Attachment M	Defaulted Tax Property Reduction Program

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Cohabitant:** Two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following: a) sexual relations between the parties while sharing the same living quarters; b) sharing of income or expenses; c) joint use of ownership of property; d) whether the parties hold themselves out as husband and wife; e) the continuity of the relationship; and f) the length of the relationship.



- 2.2 Contractor:** A Proposer who has entered into a contract with the County to perform work described in the RFSQ.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Administrator (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.
- 2.5 County Contract Program Monitor (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.
- 2.6 County Contract Section Manager:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Department or DPSS:** The Los Angeles County Department of Public Social Services.
- 2.9 Director:** Director of the Department of Public Social Services.
- 2.10 Domestic Violence (DV):** Abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- 2.11 Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Participant:** A victim of Domestic Violence who receive services under this Contract.
- 2.13 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Contracts.
- 2.14 Service Period:** The time in which DVSBP began and the time DVSBP services ended, terminated or discontinued.
- 2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

**2.17 Supervising County Contract Administrator (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

**2.18 Undisclosed:** A location that is not advertised or publicized.

### **3.0 WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Domestic Violence Shelter-Based Program services as set forth in Attachment A, Statement of Work - Domestic Violence Shelter-Based Program and this Contract as set forth herein.

3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

### **4.0 TERM OF CONTRACT**

4.1 This Contract is effective January 1, 2013, or upon the date of its execution by the Director or designee as authorized by the Board of Supervisors whichever is later. This Contract shall expire on December 31, 2017 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Public Social Services at the address herein provided in Attachment B, County's Administration.

4.4 Contractor shall not charge DVSBP participants any fees/cost for any services provided to the participant under this Contract.

### **5.0 CONTRACT SUM/COMPENSATION**

5.1 The annual maximum amount for Calendar Year 2013 is \$\_\_\_\_\_ and the County shall not be liable in any event for payment in excess of this maximum amount. The annual maximum for subsequent years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the number of Contractors

participating in the Domestic Violence Shelter-Based Program, the total funds available for DVSBP for the year and any other relevant factors in determining the annual contract amount for subsequent years.

- 5.2 Contractor shall be paid 1/12 of the annual maximum amount per month for services rendered.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the annual maximum amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department of Public Social Services at the address herein provided in Attachment B, County's Administration.

5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

- 5.6.1 For operating the Domestic Violence Shelter-Based Program services pursuant to this Contract, Contractor shall invoice County no later than 15 days after the month service was rendered, using the Sample Invoice Format, Attachment D.
- 5.6.2 Invoices under this Contract shall be submitted to the County Contract Administrator.
- 5.6.3 Contractor shall submit an invoice (Attachment D) which shall specify:
  - Contractor's Name and Address (NOT SHELTER ADDRESS):

- Contract Number and Contract Period;
- Supervisorial District;
- Month and year being invoiced;
- The total amount of the invoice; and
- Year-to-date annual maximum amount balance.

5.6.4 **County Approval of Invoices** All invoices submitted by, Contractor must receive the written approval of County Contract Administrator.

5.6.5 **Withholding of Payment Payments** to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment. If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in subsection 5.6.4 above, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.6.6 **Delay of Payment** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

5.6.7 **Budget Modification**

Contractor may, at Contractor's discretion, reallocate funds among each of the budget categories as shown in Attachment C, Contractor's Annual Budget, to a maximum of 10 percent of each budget category and shall not exceed the annual maximum amount as stated in Contractor's Annual Budget. Reallocation of funds by Contractor by more than 10 percent requires written approval by DPSS.

**5.7 Annual Fiscal Report**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Subsections are designated in Attachment B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Contract Section Manager (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

#### **6.2 Supervising County Contract Administrator (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1 Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

#### **6.3 County Contract Administrator (CCA):**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;
- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.4 County Contract Program Monitor (CPM):**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Attachment E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five business days.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

### **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Attachment E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five business days.
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.4 Background and Security Investigations**

Background and security investigations of Contractors' staff working on the DVSBP shall be required at the discretion of the County as a condition of beginning and continuing any Contract. The cost of background checks shall be the responsibility of the Contractor.

### **7.5 Confidentiality**

- 7.5.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting

and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract", Attachment F.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment F.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Attachment F.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.3.1 Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.3.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.3.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.



- 8.3.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7 Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

- 8.5.1 **Jury Service Program:** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of

which is attached as Attachment G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

#### 8.5.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury

Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

8.6.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.6.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Attachment H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

## **8.7 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.

## **8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.8.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

8.8.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.9.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.9.2 Chapter 2.202 of the County Code**

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 that the Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any

other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.9.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.9.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.10 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.11 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

- 8.11.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the

County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

## **8.12 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **8.13 INTENTIONALLY OMITTED**

## **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.14.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered

employees for the period prescribed by law.

- 8.14.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.16 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and 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 work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.17 FORCE MAJEURE**

- 8.17.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.17.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by



the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.17.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### **8.18 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.19 INDEPENDENT CONTRACTOR STATUS**

- 8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.19.4 The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnities”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

## **8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.21.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
 Department of Public Social Services  
 Contract Management Division  
 12900 Crossroads Parkway South  
 City of Industry, California 91746  
 Attention: Sandra Smalls

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 8.21.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### 8.21.3 Cancellation of Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

### 8.21.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### 8.21.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### 8.21.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### 8.21.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

#### 8.21.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### 8.21.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.21.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

#### 8.21.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.21.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.21.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.21.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.22 **INSURANCE COVERAGE**

8.22.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.22.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.22.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.22.4 **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it

shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.22.5 Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

### **8.23 INTENTIONALLY OMITTED**

### **8.24 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

### **8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.25.2 The Contractor shall certify to, and comply with, the provisions of Attachment I - Contractor's EEO Certification.

8.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.25.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.25 when so requested by the County.
- 8.25.7 If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

## **8.26 NON EXCLUSIVITY**

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

## **8.27 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the Director of the Department of Public Social Services or designee shall resolve it.



**8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment J, Internal Revenue Service Notice No. 1015.

**8.30 NOTICE TO EMPLOYEES REGARDING THE 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 set forth in Attachment K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment B, County's Administration and Attachment E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Director or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.33 PUBLIC RECORDS ACT**

8.33.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records.

Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.33.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

**8.33.3 Do not place in a document to the County the confidential location of a Confidential Domestic Violence Shelter or the identity of any shelter employee or volunteer to County.**

#### **8.34 PUBLICITY**

8.34.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.34.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.34 shall apply.

#### **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles (GAAP). To the extent permitted

by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.35.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.35.2 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

**8.36 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.38 TERMINATION FOR CONVENIENCE**

8.38.1 County may terminate this Contract, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.38.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.38.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.35, Record Retention and Inspection/Audit Settlement.

**8.39 TERMINATION FOR DEFAULT**

8.39.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.39.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.39.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.39.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.39.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph 8.39.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.39.4 If, after the County has given notice of termination under the provisions of this Subsection 8.39, it is determined by the County that the Contractor was not in default under the provisions of this

Subsection 8.39, or that the default was excusable under the provisions of paragraph 8.39.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.38 - Termination for Convenience.

8.39.5 The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

8.40.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.40.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.40.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.41 TERMINATION FOR INSOLVENCY**

8.41.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the

benefit of creditors.

8.41.2 The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.44 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

8.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage,

or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.47 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.47.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

9.1.1 The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the Director or designee.

9.1.2 For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.



9.1.3 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

## **9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Attachment L, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.3 CHILD/ELDER ABUSE/FRAUD REPORTING**

9.3.1 Contractor staff working on this Contract shall comply with California PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

9.3.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.

9.3.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (W&IC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.

9.3.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within

one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

9.3.5 Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

**9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

**9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

9.5.1 Contractor shall maintain all licenses required to perform the Contract.

9.5.2 Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.6 Annual Report**

Contractor shall prepare and submit an Annual Report consisting of the following information:

- a) The total number of persons requesting services of the DVSBP.
- b) The number of persons served in the DVSBP, by each type of service provided.
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

The Annual Report shall be made available to the public upon request. The Annual Report shall cover the period of July 1, through June 30 of each year and shall be submitted to the CCA no later than August 15 following.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, of the Department of Public Social Services or designee and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ Date

By \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**ATTACHMENTS:**

- A Statement of Work – Domestic Violence Shelter-Based Program
- B County’s Administration
- C Contractor’s Annual Budget
- D Sample Invoice Format
- E Contractor’s Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor’s EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrendered Baby Law
- L Contractor’s Charitable Activities Compliance

**STATEMENT OF WORK**

**DOMESTIC VIOLENCE SHELTER BASED PROGRAM SERVICES**

(See Appendix C, of RFSQ)

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT SECTION MANAGER:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ANNUAL BUDGET**

(CONTRACTOR'S BUDGET IS TO BE COMPLETED AND PROVIDED BY THE CONTRACTOR)

**SAMPLE INVOICE FORMAT**

DOMESTIC VIOLENCE SHELTER BASED PROGRAM  
for Los Angeles County  
INVOICE

APPENDIX I2-EXHIBIT D

CONTRACTOR NAME: XYZ AGENCY  
 CONTRACT NUMBER: DV-123  
 CONTRACT PERIOD: FY 2012-13  
 SUPERVISORIAL DISTRICT: 5

CONTRACT TYPE: DVSBP  
 PERIOD OF PERFORMANCE OF WORK BEING INVOICED: Sept. 2012  
 TOTAL CONTRACT SUM: \$ 12,000  
 BEGINNING BALANCE: \$ 10,000

A. Total Number of Unduplicated Persons Requesting Services During Invoice Period:

B. Characteristics of Unduplicated Persons Requesting Services During Invoice Period.

Gender	Age			Marital Status				Primary Language										Race/Ethnicity													
	Male	Female	18	19-25	26-35	36-45	46-60	Over 60	Single	Separated	Divorced	Married	Child Union	Armenian	Cambodian	Chinese-Cantonese	Chinese-Mandarin	English	Korean	Russian	Spanish	Tagalog (Filipino)	Vietnamese	Other	White	Balck/African American	Hispanic/Latino	Indian	Pacific Islander	Filipino	Other
NOTE: For each category (gender, age, marital status, etc.), the total should equal the same as Total Number of Unduplicated Persons Requesting Services During Invoice Period listed above.																															

C. Provide the number of persons who accessed the following services. Identify each service provided to a client. These totals do not need to match the number of unduplicated person listed above.

TYPE OF SERVICE	# OF PERSONS WHO ACCESSED SERVICE
1 Shelter on a 24 hour a day, seven days a week basis.	
2 A 24 hour a day, seven days a week telephone hotline for crisis calls.	
3 Temporary housing & food facilities	
4 Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.	
5 Referrals to existing services in the community.	
6 Drop-in center that operates during normal business hours to assist victims of DV who have a need for supportive services.	
7 Arrangement for school age children to continue their education during their stay at the DVSBP.	
8 Emergency transportation	
9 Assistance with a method of obtaining medical care.	
10 Assistance with a method of obtaining legal assistance	
11 Assistance with a method of obtaining psychological support and counseling	
12 Assistance with a method of obtaining information regarding other available social services.	

TOTAL INVOICE AMOUNT: \$1,000  
 Have you incurred 75% of the contract amount? No  
 YTD CONTRACT BALANCE: \$9,000

DPS ONLY	APPROVED BY: _____ County Contract Administrator	Date _____
	Invoice Processed By: _____ Fiscal Management Branch	Date _____



**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Address: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Address: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Address: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Address: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_

Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by my employer for the County. I have read this contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_  
Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**JURY SERVICE ORDINANCE**  
(See Appendix K, RFSQ)

**CERTIFICATION OF NO CONFLICT OF INTEREST**  
(See Appendix F, SOQ Application Part II, Exhibit A)

**CONTRACTOR'S EEO CERTIFICATION**  
(See Appendix F, SOQ Application)

**INTERNAL REVENUE SERVICE NOTICE 1015**  
**(See Appendix L, RFSQ)**



**SAFELY SURRENDER BABY LAW  
(See Appendix M, RFSQ)**

**CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**  
(See Appendix F, SOQ Application Part II, Exhibit F)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
(See Appendix O, RFSQ)

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## TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

Potential Partner Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Potential Partner asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Potential Partner must explain in detail the factual reasons for the requested review.

*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Response sent to Partner: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

***WE RECOGNIZE. . . .***

***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. 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.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

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. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)



**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# INTERNAL REVENUE SERVICES NOTICE 1015



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2011)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

#### Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011)  
Cat. No. 205991

## SAFELY SURRENDERED BABY LAW

*Safely* Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

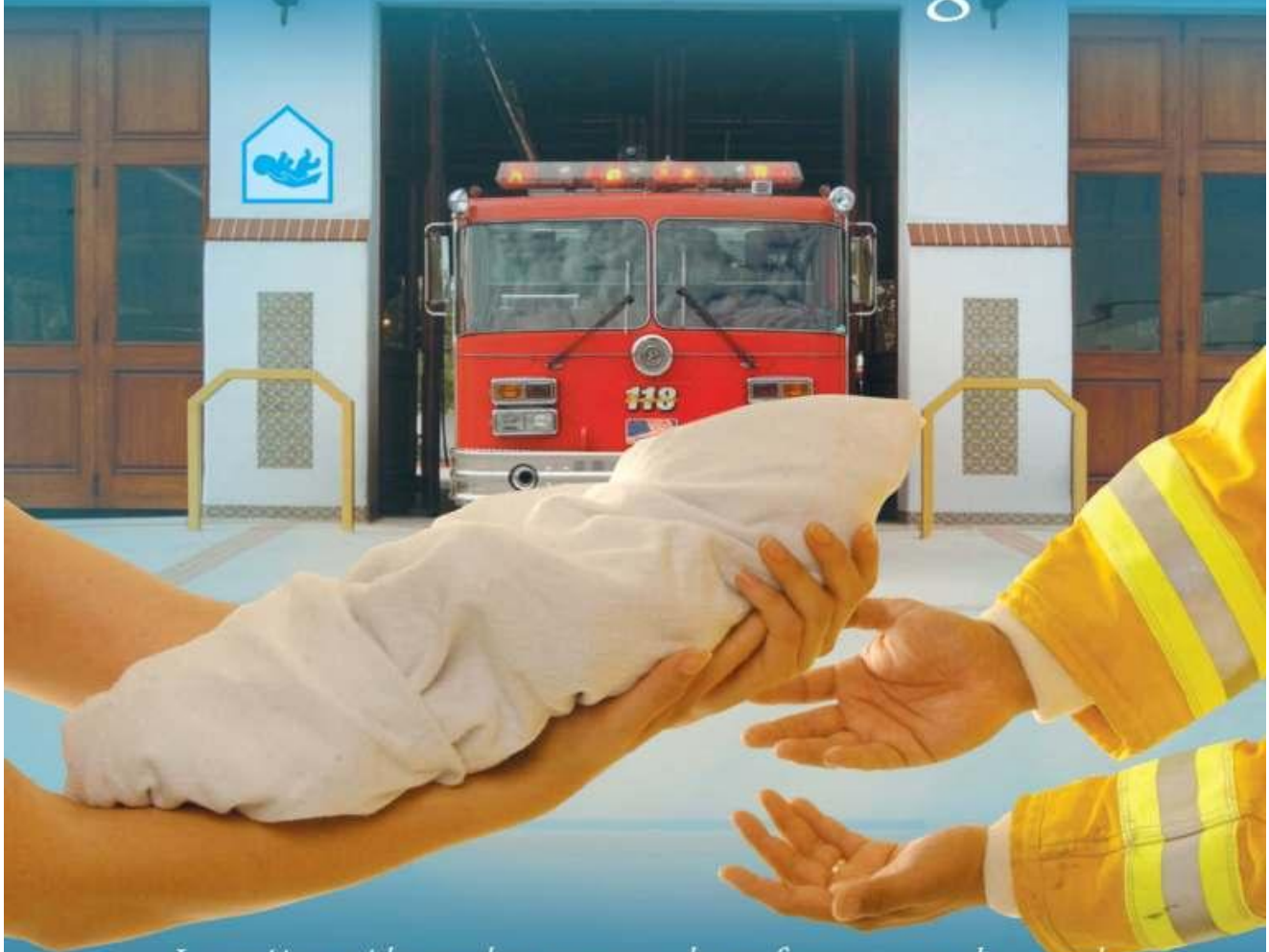
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General website, <http://ag.ca.gov/> contains much information helpful to regulate organizations.

**APPENDIX J**  
Page 2 of 2

#### **1. LAWS AFFECTING NONPROFITS**

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://aq.ca.gov/charities/statutes.php>

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

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