



DEPARTMENT OF PUBLIC HEALTH (DPH)

REQUEST FOR APPLICATIONS (RFA)

FOR

DOMESTIC VIOLENCE SUPPORTIVE SERVICES

RFA 2020-001

February 25, 2020

**REQUEST FOR APPLICATIONS (RFA)
DOMESTIC VIOLENCE SUPPORTIVE SERVICES
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1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH) is issuing this Request for Applications (RFA) to solicit applications from qualified agencies/vendors to provide case management and/or legal services to survivors of domestic violence (DV) who are eligible participants in the California Work Opportunity and Responsibility to Kids (CalWORKs), General Relief (GR), and General Relief Opportunities for Work (GROW) programs in Los Angeles County (LAC). Collectively these services are known as Domestic Violence Supportive Services (DVSS).

1.1.1 Case Management Services - Overview

Case Management services are provided to DV survivors (also known as participants). Case Management services include confidential support services, safety planning, and advocacy. DV survivors are provided with advocacy/referral services to help with obtaining the appropriate community resources (financial assistance, emotional stability, and educational benefits). The goal of case management services is to empower survivors to make decisions that are the safest for them and their children and help the survivors overcome barriers related to domestic violence and become self-sufficient. Case management also includes an assessment to determine if domestic violence prevents the recipient from complying with any of the CalWORKs Welfare to Work (WtW) requirements.

Qualified agencies will be responsible for providing the services as described in Appendix A.1, Case Management Services Statement of Work.

1.1.2 Legal Services - Overview

Legal services are provided to DV survivors to promote individual empowerment and self-reliance by giving them the tools and knowledge to access the civil court system to protect and exercise their rights.

Legal services include obtaining, renewing and enforcing protective orders (restraining orders) in court; securing child custody orders so that a parent and his or her children can legally and safely leave the abusive partner and/or parent; aid in obtaining separation and divorce proceedings; provide advocacy in public benefits hearings; provide legal representation in housing and other court hearings; and provide legal assistance for immigrants.

Qualified agencies will be responsible for the services as described in Appendix A.2, Legal Services Statement of Work.

Interested and qualified agencies should only submit **one** complete application, whether they are applying for one or both categories for Case Management Services and/or Legal Services under this RFA.

This RFA establishes guidelines, criteria, and procedures for submitting applications for the required services.

Note: Applicants may not use subcontractors for the services solicited under this RFA and any resulting Contract.

1.2 Background

LAC is one of the nation's largest counties, governed by the County Board of Supervisors (Board), representing five Supervisorial Districts (SD).

DPH is responsible for the administration of DVSS contracts, in line with DV programming, public health programming around women's health, maternal and child health, and violence prevention.

DPH is one of the largest departments within the County with activities targeted to protect the population from infectious diseases, food-borne illness, disasters, preventable accidents, and injury and violence.

DPH's Office of Women's Health (OWH) serves as the County's DVSS program administrator. DPH's OWH works to protect, preserve, and advance the health of women in LAC by promoting health equity, providing education and promoting resources, programs, and policies that are responsive to women, and increasing access to culturally competent, comprehensive health services.

1.3 Overview of Solicitation Document

The following is a quick reference to the RFA sections with key information and steps of the RFA process:

Quick Reference*	
Applicant's Minimum Mandatory Requirements	Section 1.5
Anticipated Contract Term	Section 1.6
RFA Timetable	Section 2.4
Preparation and Format of the Application (i.e. responding to RFA)	Section 2.8
Application Submission	Section 2.9

***Note: The table above is provided to assist agencies in navigating the RFA. Agencies are responsible for reviewing the entire RFA and not only the sections listed in the table above.**

This RFA is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Applicant's minimum mandatory requirements and provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO APPLICANTS:** Contains instructions to Applicants in how to prepare and submit their application.
- **APPLICATION REVIEW/SELECTION PROCESS:** Explains how the application will be reviewed, qualified, and selected.

APPENDICES:

A - Statement(s) of Work

B - Domestic Violence Supportive Services (DVSS) Sample Forms: Various reporting, tracking and other forms. Includes forms from the Department of Public Social Services

C - Sample Contract: The Sample Contract used for this solicitation. The terms and conditions shown in the Sample Contract are not negotiable.

D - Application Transmittal Form

E - Application Packet

F - Required Forms: Forms contained in this section must be completed and included in the Application.

G - Service Category(ies) and Estimated Annual Cost: Form to estimate annual cost for services to be provided. Must be included with the Application.

H - Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to DPH requesting a Solicitation Requirements Review.

I - County of Los Angeles Policy on Doing Business with Small Business: County Code.

J - Contractor Employee Jury Service: County Code.

K - Listing of Contractors Debarred in Los Angeles County: Contractors who are not allowed to contract with the County for a specific length of time.

- L - IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- M - Safely Surrendered Baby Law:** County program.
- 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:** County Code.

1.4 Terms and Definitions

The following terms are used throughout this RFA and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. Applicant: Agency submitting an application to DPH in response to this RFA.
2. Board: Los Angeles County Board of Supervisors.
3. CalWORKs: The California Work Opportunity and Responsibility to Kids program which is a time-limited program that provides financial assistance to eligible needy families with (or expecting) children to help pay for housing, food, utilities, clothing, medical care, and other necessary expenses.
4. CalWORKs WtW: The California Work Opportunity and Responsibility to Kids Welfare to Work Program which is a comprehensive employment and training program to promote self-sufficiency. CalWORKs recipients are assessed to determine the best course of action, whether it is immediate placement into a job, placement into an education or training program, or both.
5. Case Management: Services provided to DV survivors that include confidential support services, safety planning, and advocacy. DV survivors are provided with advocacy/referral services to help with obtaining the appropriate community resources (financial assistance, emotional stability, and educational benefits). The goal of case management is to empower survivors to make decisions that are the safest for them and their children.
6. Domestic Violence Supportive Services (DVSS): Services provided by DPH contracted agencies to DV survivors in LAC. Services consist of case management and/or legal services. Case management and legal services under DVSS are exclusively for participants who are identified as CalWORKs, GR, and GROW participants.

7. Legal Services: Legal services provided to DV survivors to promote individual empowerment and self-reliance by giving them the tools and knowledge to access the civil court system to protect and exercise their rights.
8. Supervisorial Districts: LAC is divided into five Supervisorial Districts, with each County Supervisor representing a district of approximately 2 million people.

1.5 Applicant's Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability to successfully provide the required services outlined in Appendix A.1, Case Management Services Statement of Work, and/or Appendix A.2, Legal Services Statement of Work, of this RFA are invited to submit an application for DVSS, provided they meet the following minimum mandatory requirements by the date on which applications are due, as described in Section 2.4 of this RFA:

1.5.1 Domestic Violence Supportive Services:

- 1.5.1.1 Applicant must be either 1) a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)(3) and must submit a copy of its IRS 501 (c)(3) Determination Letter, or 2) public entity or public agency currently authorized to do business in the State of California.
- 1.5.1.2 Applicant must have provided services to survivors of domestic violence for a minimum of one year of the past three years.
- 1.5.1.3 Applicant must operate a Walk-in/Drop-in Center that is physically located in the Supervisorial District(s) where DVSS (case management and/or legal services) will be provided, and must be open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday. Applicant must provide an address(es) of Walk-in/Drop-in Center(s) for each service category to which they are applying.

1.5.1.4 **Unresolved Disallowed Cost**

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith

negotiations to resolve the disallowed costs, in the opinion of the County.

In addition to the Minimum Mandatory Requirements described above in Section 1.5.1, Applicants applying to provide Case Management Services must meet the following requirement:

1.5.2 Case Management Services Applicants:

1.5.2.1 Applicant must have provided Case Management services for a minimum of three years of the past five years.

In addition to the Minimum Mandatory Requirements describe above in Section 1.5.1, Applicants applying to provide Legal Services must meet the following requirements:

1.5.3 Legal Services Applicants:

1.5.3.1 Applicant must have provided Legal services for a minimum of three years of the past five years.

1.5.3.2 Applicant must employ, at a minimum, one part-time or full-time staff attorney physically located in Los Angeles County, licensed to practice law in the State of California, to oversee the legal services program for DV survivors. Such attorney may not be an independent contractor, private consultant, or a volunteer.

Note: Subcontractors may not be used to meet any of the Applicant's Minimum Mandatory Requirements.

1.6 Anticipated Contract Term

The Contract term is anticipated to be for a three-year period beginning July 1, 2020 through June 30, 2023, unless sooner terminated in whole or in part, with options to extend for three additional one-year terms through June 30, 2026, contingent upon availability of funds, as specified in Appendix C, Sample Contract.

1.7 Funding

The County anticipates awarding contracts based on the number of qualified applicants per SD and funding availability.

Table A below provides the estimated DVSS funding by service and SD for the first term. Funds will be distributed to each qualified Applicant based on a cost per participant basis and available funding in each SD.

Table A

Sup. District	Case Management Services Funds								Legal Services Funds			Total Available Funds
	CalWORKS Participants (b)	CalWORKS % (b)	CalWORKS Funds	GR % (c)	GR Funds	GROW % (c)	GROW Funds	Total Case Management Services Funds	CalWORKS Participants (a)	CalWORKS % (a)	Total Legal Services Funds	
1	662	14.25%	\$ 1,644,593	0.00%	\$ -	0.00%	\$ -	\$ 1,644,593	353	22.76%	\$1,035,352	\$ 2,679,945
2	1,232	26.53%	3,061,826	42.75%	25,650	47.33%	85,668	3,173,144	437	28.17%	1,281,454	4,454,598
3	922	19.85%	2,290,889	23.75%	14,250	28.33%	51,277	2,356,416	177	11.41%	519,041	2,875,457
4	493	10.61%	1,224,500	13.75%	8,250	0.00%	-	1,232,750	341	21.99%	1,000,325	2,233,075
5	1,336	28.76%	3,319,192	19.75%	11,850	24.34%	44,055	3,375,097	243	15.67%	712,828	4,087,925
	4,645	100.00%	\$11,541,000	100.00%	\$60,000	100.00%	\$181,000	\$11,782,000	1,551	100.00%	\$4,549,000	\$16,331,000

Notes:

^(a) Based on number of CalWORKS participants who received Legal services in from July 1, 2018 through June 30, 2019.

^(b) Based on number of CalWORKS participants who received Case Management services from July 1, 2018 through June 30, 2019.

^(c) Based on prior year funding allocation percentage, while GR and GROW participant numbers for the period of July 1, 2018 through June 30, 2019 are not available.

Table B below provides the annual estimated cost per participant.

Table B

Case Management Services	Legal Services
\$ 2,536	\$ 2,933

1.8 County Rights and Responsibilities

The County has the right to amend this RFA 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 addenda shall be made available on the following websites:

Los Angeles County Department of Public Health
Contracts and Grants Division

<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Applicant’s responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the application 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.

1.9 Contact with County Personnel

All contact regarding this RFA or any matter relating thereto must be in writing and e-mailed as follows:

Violeta Villalobos, Contract Analyst
County of Los Angeles, Department of Public Health
E-mail: Vvillalobos@ph.lacounty.gov

If it is discovered that an Applicant 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 application from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Contract, all potential Contractors must register in the County's WebVen, if not already registered. The WebVen contains the vendor'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://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject Applications and Cancel RFA

The County may, at its sole discretion, reject any or all applications submitted in response to this RFA. In addition, the RFA process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any cost incurred by an Applicant in connection with the preparation and submittal of any application.

The County, in its sole discretion, may elect to waive any error or informalities in the form of an application or any other disparity, if, as a whole, the application substantially complies with the RFA's requirements.

1.12 Protest Policy Review Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Applicant may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-section 1.12.3 below. Additionally, any actual Applicant may request a review of a disqualification under such a solicitation, as described respectively in the sections below. It is the responsibility of the Applicant challenging the decision of a County department to demonstrate that DPH committed a sufficiently material error in the solicitation process to justify invalidation of a disqualification.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on an Applicant 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.

1.12.3 Department Levels of Review

Unless state or federal statutes or regulations otherwise provide, the levels of review as provided under the protest policy are as follows:

1.12.3.1 Solicitation Requirements Review (Reference Section 2.5 in the Instructions to Applicants Section).

1.12.3.2 Disqualification Review (Reference Section 3.2 in the Application Review/Selection Process Section).

1.13 Notice to Applicant Regarding the Public Records Act

1.13.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Applicant's application will become a matter of public record when 1) contract negotiations are complete; 2) DPH receives a letter from the recommended Applicant's authorized officer that the negotiated contract is the firm offer of the recommended Applicant; and 3) DPH releases a copy of the recommended Applicant's application in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all applications will become a matter of public record when DPH's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all applications that are justifiably defined as business or trade secrets, and plainly marked by the Applicant as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 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 application as confidential shall not be deemed sufficient notice of exception. The Applicant must specifically label only those provisions of their respective application which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.13.3 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 application marked "Confidential," "Trade Secrets," or "Proprietary," Applicant agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

1.14 Indemnification and Insurance

Applicant shall comply with the Indemnification provisions contained in Appendix C – Sample Contract, Paragraph 11. Applicant 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 C - Sample Contract, Paragraphs 12 and 13.

1.15 Injury and Illness Prevention Program (IIPP)

Applicant 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 Applicant's staff shall 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 Applicant.

1.17 Confidentiality and Independent Contractor Status

As appropriate, Contractors shall be required to comply with the Confidentiality provision Paragraph 9 and the Independent Contractor Status Paragraph 53 in Appendix C - Sample Contract.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of an Applicant for this RFA, or any competing RFA, nor any spouse or economic dependent of such employees, shall be employed in any capacity by an Applicant or have any other direct or indirect financial interest in the selection of an Applicant. Applicant 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 - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.19 Determination of Applicant Responsibility

- 1.19.1 A responsible Applicant is a vendor 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 vendors.
- 1.19.2 Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Applicant is responsible based on a review of the Applicant'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 Applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the Applicant had no knowledge shall not be the basis of a determination that the Applicant is not responsible.
- 1.19.3 The County may declare an Applicant to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Applicant 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 Applicant'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 Applicant may not be responsible, DPH shall notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. DPH shall provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found to be responsible and to rebut evidence which is the basis for DPH's recommendation.
- 1.19.5 If the Applicant presents evidence in rebuttal to DPH, DPH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision

concerning the responsibility of the Applicant shall reside with the Board of Supervisors.

1.20 Applicant Debarment

- 1.20.1 Applicant is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Applicant 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 Applicant's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Applicant 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 Applicant'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 Applicant may be subject to debarment, DPH shall notify the Applicant in writing of the evidence which is the basis for the proposed debarment, and shall advise the Applicant 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 Applicant and/or Applicant'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 Applicant should be debarred, and, if so, the appropriate length of time of the debarment. The Applicant and DPH 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 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.

- 1.20.5 If an Applicant has been debarred for a period longer than five (5) years, that Applicant may, after the debarment has been in effect for at least five (5) 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 Applicant 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 Applicant 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 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.
- 1.20.8 Appendix K provides 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.

1.21 Applicant'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 a 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 an Applicant with the implication, suggestion or statement that the Applicant's provision of the consideration may secure more favorable treatment for the Applicant in the award of a Contract or that the Applicant's failure to provide such consideration may negatively affect the County's consideration of the Applicant's submission. Applicant 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 Applicant Notification to County

Applicant 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Applicant'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 Applicants Regarding the County Lobbyist Ordinance

The Board of Supervisors 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 Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFA. 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 Applicant 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 - Required Forms Exhibit 3, as part of their application.

1.24 Federal Earned Income Credit

The Contractor shall 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

As a threshold requirement for consideration of a contract, Applicants shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum Requirements for that opening. Applicants shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Applicants who are unable to meet this requirement shall not be considered for a Contract.

Applicants shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix F – Required Forms, Exhibit 5, as part of their application.

1.26 County's Quality Assurance Plan

After award of a Contract, the County or its agent(s) 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 Contract. 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. 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 in whole or in part, or impose other penalties as specified in the Contract.

1.27 Recycled Bond Paper

Applicant shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C – Sample Contract, Paragraph 68.

1.28 Safely Surrendered Baby Law

The contractor shall notify and provide to its employees information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix M (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.29 County Policy on Doing Business with Small Business

1.29.1 The County has multiple programs that address small businesses. The Board of Supervisors 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.

1.29.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32 of this Section.

1.29.3 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 sub-paragraph 1.30 of this Section.

1.29.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix I.

1.30 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 J, and the pertinent jury service provisions of the Appendix C, Sample Contract, Paragraph 31, both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to all Contractors. Applications that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 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.

- 1.30.2 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 Contract 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 Contract.
- 1.30.3 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 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix F – Required Forms Exhibit 6, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Contract, 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.

1.31 Overview of County's Preference Programs

1.31.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

Cost is not a determining factor in this solicitation process; as such none of the preferences described above will be applied. However, LSBE Applicants are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFA Section 1.33 Local Small Business Enterprise Prompt Payment Program.

1.32 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.34 Social Enterprise (SE) Preference Program (Intentionally Omitted)

1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)

1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Applicant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Applicant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Applicant on Appendix F, Required Forms, Exhibit 1 - Vendor's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information. Failure of the Applicant to provide this information may eliminate its application from any further consideration.

1.37 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix C, Sample Contract, Exhibit F.

1.38 Contractor's Charitable Contributions Compliance

1.38.1 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.

1.38.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 7 as set forth in Appendix F - Required Forms. A completed Exhibit 7 is a required part of any Contract with the County.

1.38.3 In Exhibit 7, 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.

1.38.4 Prospective County contractors that do not complete Exhibit 7 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)

1.39 Defaulted Property Tax Reduction Program

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 Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix C, Paragraphs 84 and 85, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Applicants shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax 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, Exhibit 8 in Appendix F – Required Forms. 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).

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

1.40 Time Off for Voting

The Contractor shall notify its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

1.41 Applicant's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Applicants engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicants are required to complete Exhibit 9 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix F (Required Forms), certifying that they are

in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

1.42 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

1.42.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.42.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.42.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.42.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.43 Applicant's Protection of Electronic County Information

1.43.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard

1.43.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Applicants shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract, Appendix C, Paragraph 45 both of which are incorporated by reference into and made a part of this solicitation.

1.43.1.2 Applicants shall be required to complete Exhibit 10 in Appendix F, Required Forms ("Exhibit") providing information about their

encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Applicants that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

- 1.43.1.3 Applicants use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Applicants in the Exhibit and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Applicant to additional encryption requirements for such remote servers.

1.43.2 Encryption Standards:

1.43.2.1 Stored Data:

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (F/PS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

1.43.2.2 Transmitted Data:

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

1.44 Applicant’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 11 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix F (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

1.45 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor nor an Applicant shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Applicant under this Agreement. Any response to a solicitation submitted by the Contractor/Applicant in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

2.0 INSTRUCTIONS TO APPLICANTS

This Section contains key project dates and activities as well as instructions to Applicants in how to prepare and submit their application.

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 written Contract.

2.2 Truth and Accuracy of Representations

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

2.3 Firm Offer-Withdrawal of Application

Until the application submission deadline, errors in applications may be corrected by a request in writing to withdraw the application and by submission of another set of application documents with the mistakes corrected. Corrections will not be accepted once the deadline for submission of applications has passed.

2.4 RFA Timetable

The timetable for this RFA is as follows:

Release of RFA	February 25, 2020
Applicants' Written Questions Due by 3:00 pm*	March 3, 2020
Request for a Solicitation Requirements Review Due by 3:00 pm	March 3, 2020
Questions and Answers Released	March 17, 2020
Application due by 3:00 pm*	March 24, 2020

*Times listed in Pacific Time (PT).

2.5 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix H – Transmittal to Request a Solicitation Requirements Review to DPH as described in this Section. A request for a Solicitation Requirements Review may be denied, in DPH'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 the time frame identified in the solicitation document.
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an application.
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Applicants.

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 application due date.

2.6 Applicants' Questions

Applicants may submit written questions regarding this RFA by **e-mail only** to the individual identified below. All questions must be received by the date and time specified in Section 2.4, RFA Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFA.

When submitting questions, please specify the RFA section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFA. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Applicants or, due to unclear instructions, may result in the County not receiving the

best possible responses from Applicant. Answers to Applicants' questions will be released on the date specified in Section 2.4, RFA Timetable.

Questions should be addressed to:

Violeta Villalobos
County of Los Angeles, Department of Public Health
Contracts and Grants Division
E-mail address: Vvillalobos@ph.lacounty.gov

2.7 Applicants' Conference

An Applicants' conference will not be conducted for this RFA. Applicants may submit written questions regarding this RFA as described in Section 2.6, above.

2.8 Preparation and Format of the Application

Application must be **unbound, SINGLE-SIDED**, and submitted in the prescribed format, including all required attachments and forms with original signatures. Any application that deviates from this format may be rejected without further review, at the County's sole discretion.

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

- Application Transmittal Form (Appendix D)
- Application Packet (Appendix E)
 - Vendor's Qualifications
 - Required Forms (Appendix F)
 - Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services (Appendix G)
 - Proof of Insurability

2.8.1 Application Transmittal Form

Applicant must complete and include the Application Transmittal Form, Appendix D, describing the Applicant's legal name, address, authorized representative, contact information, and identifying whether the application submitted is for Case Management and/or Legal Services.

Note: Interested agencies should submit only one complete application, whether they are applying for one or both categories for case management and/or legal services under this RFA.

2.8.2 Application Packet (Appendix E)

Applicant must complete and include the Application Packet (Appendix E), and include Applicant's background and experience information, Required Forms (Appendix F), Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services (Appendix G), and proof of insurability in the following prescribed format and order:

2.8.2.1 Vendor's Qualifications

Vendor's Background and Experience

- 1) Applicant must complete, sign, and date Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information – Exhibit 1 as set forth in Appendix F – Required Forms.

The form must clearly demonstrate that the Applicant meets the minimum mandatory requirements pursuant to Section 1.5, Applicant's Minimum Mandatory Requirements. **The person signing the form must be authorized to sign on behalf of the vendor and to bind the vendor in a Contract.**

For each service category to which Applicant is applying, Applicant must:

- 2) Provide a separate Statement of Experience (SOE) for each service category, as applicable, that includes sufficient detail to demonstrate the ability of the company, agency, or firm to carry out domestic violence supportive services as described in this RFA. The SOE shall include a summary of relevant background information to demonstrate that the vendor meets the Applicant's Minimum Mandatory Requirements, including years of experience with actual dates, stated in Sub-sections 1.5.1 – 1.5.3 of this RFA, as applicable. Do not merely attest your company, agency, or firm will comply or restate the requirement. The SOE for each desired category must not exceed one page.

Note that for the Review Process of the application, reviewers will not read the SOE beyond the one page limit per category.

- 3) **Applicant's Organizational Structure:**

Taking into account the structure of the Applicant's organization, vendor shall determine which of the below

referenced supporting documents the County requires. If the Applicant's organization does not fit into one of these categories, upon receipt of the Application or at some later time, the County may, in its discretion, request additional documentation regarding the vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Application submission, vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Supporting Documents:

1. Non-Profit Organization:

The Applicant must submit the following documentation with the Application:

- a. A copy of a "Certificate of Good Standing" with the state of incorporation/organization or provide a copy of a statement on status of the request.
- b. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers or provide a copy of a statement on status of the request.
- c. A copy of its "IRS 501(c)(3) Determination Letter" which must state that Applicant's organization qualifies for tax-exempt status under section 501(c)(3) status of the Internal Revenue Code.

2. Public Entity or Public Agency:

The Applicant must verify they are a public entity or public agency.

2.8.2.2 Required Forms (Appendix F)

Appendix F – Required Forms (and attach any required documents for each form, if applicable).

Exhibit 2 Certification of No Conflict of Interest

Exhibit 3 Familiarity with the County Lobbyist Ordinance Certification

- Exhibit 4 Applicant's EEO Certification
- Exhibit 5 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 6 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 7 Charitable Contributions Certification
- Exhibit 8 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 9 Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 10 Applicant's Compliance with Encryption Requirements
- Exhibit 11 Compliance with Fair Chance Employment Hiring Practices Certification
- Exhibit 12 Acceptance of Terms and Conditions Affirmation

2.8.2.3 Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services (Appendix G)

Applicant must complete and submit Appendix G based on the number of CalWORKs, GR and/or GROW participants to whom they provide services annually, as described in Appendix G.

The estimated annual costs per participant for each service category is the following:

Case Management Services: \$2,536 per participant

Legal Services: \$2,933 per participant

APPLICANTS RECOMMENDED FOR FUNDING MAY BE REQUIRED TO MODIFY THEIR ESTIMATED ANNUAL COST FOR SERVICES, JUSTIFICATION, AND/OR SCOPE OF WORK.

2.8.2.4 Proof of Insurability

Applicant must provide proof of insurability that meets all insurance requirements set forth in the Appendix C - Sample Contract, Paragraphs 12 and 13. If Applicant does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Applicant be selected to receive a Contract may be submitted with the application.

2.9 Application Submission

The original application and one copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Applicant and bear the words:

“APPLICATION FOR DOMESTIC VIOLENCE SUPPORTIVE SERVICES”

The Application must be hand-delivered or sent by a delivery service (excluding United States Postal Service) and received by the deadline specified in Section 2.4, RFA Timetable, to:

Violeta Villalobos, Contract Analyst
County of Los Angeles, Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue, Building A-9 East, 5th Floor
Alhambra, California 91803

Timely hand-delivered applications are acceptable. It is the sole responsibility of the submitting Applicant to ensure that its application is received before the submission deadline. Submitting Applicants shall bear all risks associated with delays in delivery by any person or entity.

Late applications received on the due date, but after the scheduled closing time for receipt of applications, as listed in Section 2.4, RFA Timetable, will not be reviewed but will be time stamped and set aside unopened. At the Director’s sole discretion, these late applications may be considered, in the order received, if a determination is made that there is a specific unmet need.

Until the application submission deadline, errors in applications may be corrected by a request in writing to withdraw the application and by submission of another set of application documents with the mistakes corrected. Corrections will not be accepted once the deadline for submission of applications has passed.

2.10 Acceptance of Terms and Conditions of Contract

Applicants understand and agree that submission of the application constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix C - Sample Contract. Applicants must also submit a completed and signed Appendix F, Required Forms, Exhibit 12, acknowledging the Applicant's acceptance of all terms and conditions listed in the Appendix C, Sample Contract.

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

3.0 APPLICATION REVIEW/SELECTION PROCESS

3.1 Review Process

Applications 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 Mandatory Requirements

County shall review the completed Appendix E, Application Packet, and Applicant's Organization Questionnaire/Affidavit and CBE Information, Exhibit 1 of Appendix F, Required Forms, and determine if the Applicant meets the Minimum Mandatory Requirements as outlined in Section 1.5 of this RFA. Exhibit 1 will serve as an Affidavit that vendor attests that it meets the minimum mandatory requirements for the required services.

Applicants must "Pass" each of the Minimum Mandatory Requirements outlined in the RFA. Applicants that "Fail" this section shall be deemed unresponsive and shall be disqualified from further consideration.

3.1.2 Required Forms

All forms as listed in Section 2.8.2.2 of this RFA, are included with the Application Packet.

3.1.3 Estimated Annual Costs per Service Category

Appendix G, Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services, will be reviewed based on service needs and funding availability for each service category and SD(s).

As described in Section 2.8.2.3 of this RFA, applicants recommended for funding may be required to modify their estimated annual cost for services, justification, and/or scope of work.

3.1.4 Proof of Insurability

A review will be conducted to determine if Applicant has demonstrated it complies with the proof of insurability as described in Section 2.8.2.4 of this RFA.

3.2 Disqualification Review

An application may be disqualified from consideration because DPH determined it was non-responsive at any time during the review/evaluation process. If DPH determines that an application is disqualified due to non-responsiveness, DPH

shall notify the Applicant in writing.

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

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that DPH'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 Applicant, in writing, prior to the conclusion of the evaluation process.

3.3 Contract Award

Applicants who are notified by DPH that they appear to have the necessary requirements and experience (i.e., they are qualified) may still not be recommended for a 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 DPH's satisfaction can an Applicant, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Contract.

DPH will execute Board-authorized Contracts with each selected Applicant. All Applicants will be informed of the final selections.

3.4 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of an application and the terms of any resultant agreement, and to determine which application best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

CASE MANAGEMENT SERVICES STATEMENT OF WORK

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Attachment A – Case Management Services Performance Requirements Summary
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CASE MANAGEMENT SERVICES STATEMENT OF WORK

INTRODUCTION

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. 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 from dependence on public assistance into self-sufficiency. Aided adults or caretakers of families on welfare, unless exempt, are required to meet the WtW requirements.

CalWORKs regulations provide considerations for domestic violence survivors to ensure that clients (CalWORKs recipients or participants) who are past or present survivors are not placed at further risk or unfairly penalized by CalWORKs program requirements. Domestic violence (DV) is the use of intentional emotional, psychological, sexual, or physical force by one family member or intimate partner to control another. It can be a barrier to employment and participation in WtW activities for a DV survivor. Domestic Violence Support Services (DVSS) are provided under this agreement to assist survivors in achieving a network of safe supports so that they can overcome barriers to employment and become self-sufficient.

DVSS 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. 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.

1.0 PROGRAM OVERVIEW

1.1 DOMESTIC VIOLENCE CASE MANAGEMENT SERVICES

- 1.1.1 Domestic Violence Case Management Services include: assessment, safety plan, service plan, counseling services, support group services, life skills education services (client advocacy), DV education classes, shelter bed night service, language assistance services, childcare/youth activities, and outreach.
- 1.1.2 Other services that may be provided to clients wishing to participate include: mental health licensed therapy and court support/restraining order services.
- 1.1.3 Contractor shall provide DVSS Case Management Services to CalWORKs participants and their minor children, General Relief (GR) and General Relief Opportunities for Work (GROW) participants, who have a domestic violence barrier to employment.

- 1.1.4 Contractor shall provide intensive individual, group, and if appropriate family-focused case management services to participants and families that remove barriers to employment, meet service plan objectives, and achieve successful outcomes to move toward self-sufficiency. The type and duration of services is based upon the needs of a participant as documented in the service plan.
- 1.1.5 Contractor shall provide services to non-English and limited English proficient participants using bilingual staff or language assistance services. Contractor shall not require participants to provide their own interpreter at any time. The most common non-English languages are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese.

2.0 PARTICIPANT ELIGIBILITY

Services funded under this agreement are available to eligible participants in the CalWORKs, GR and/or GROW programs who are survivors of domestic violence. Participants must reside in Los Angeles County.

2.1 ELIGIBILITY DETERMINATION

- 2.1.1 Contractor shall determine CalWORKs, GR, and GROW participants' initial and on-going eligibility to the DVSS Program by adhering to the procedures outlined throughout this Statement of Work (SOW) which relate to the completion and submission of Department of Public Social Services (DPSS) forms included in Appendix B, Domestic Violence Supportive Services forms, and shall maintain documentation in participants' files.
- 2.1.2 Contractor shall ensure participant is eligible for the DVSS Program. To qualify for DVSS, each participant shall be a victim of DV by a current/past spouse or intimate partner. For purposes of this SOW, the abuse may be current or have occurred in the past. The eligible population are CalWORKs, GR, and GROW participants.
- 2.1.3 GR and GROW Participants are not eligible to receive Shelter Bed Night Services provided under this SOW.

2.2 NO CLIENT FEES

- 2.2.1 Contractor shall not charge a DVSS participant any fees/costs for any services provided under this SOW.

2.3 NO MANDATORY PARTICIPANT DUTIES

2.3.1 Contractor shall not mandate participant to perform duties to receive services. This includes work related to the upkeep and/or maintenance of Contractor's facilities, office work or clerical duties, and childcare.

2.4 OBTAINING PARTICIPANT'S CASE NUMBER

2.4.1 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.

2.4.2 Contractor shall obtain the name, DPSS office location, and phone number of the participant's Greater Avenues for Independence (GAIN) Services Worker or GROW Case Manager from the participant. If the participant is only able to provide the name of the GAIN Services Worker/GROW Case Manager and CalWORKs or GR/GROW case number, the other information may be obtained by calling DPSS at (866) 613-1044.

2.5 PARTICIPANTS RESIDING OUTSIDE LOS ANGELES COUNTY

2.5.1 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 SOW until his/her case has been transferred to a Los Angeles County DPSS office.

2.5.2 After participant's case has transferred to a Los Angeles County DPSS office, all eligibility and verification procedures and documentation requirements detailed in this SOW shall apply.

3.0 REFERRALS

3.1 DPSS DIRECT REFERRALS

Contractor will receive participant referrals from DPSS for the provision of domestic violence supportive services. DPSS staff will initiate a call to the Contractor to schedule an appointment for the participant. Contractor shall coordinate scheduling appointments and shall implement the following steps when receiving participant referrals from DPSS.

3.1.1 CalWORKs Participants Directly Referred by DPSS

3.1.1.1 Obtain a copy of CalWORKs Specialized Supportive Services Provider Referral, GN 6006B form (Appendix

B, Exhibit 3), from the participant or DPSS GAIN Services Worker/GROW Case Manager.

3.1.1.2 Complete Page 2, Section B of GN 6006B form, and fax or transmit the completed form via County-approved encrypted email to the DPSS GAIN Services Worker/GROW Case Manager within five business days of participant's intake.

3.1.1.3 Retain a copy of the completed GN 6006B form in the participant's case file.

3.1.2 GR/GROW Participants Directly Referred by DPSS

3.1.2.1 Obtain a copy of General Relief Domestic Violence Services Referral, ABP 1467 DVS form (Appendix B, Exhibit 9) from the GROW Case Manager via confidential fax or U.S. mail.

3.1.2.2 Complete the ABP 1467 DVS form and fax it or transmit via County-approved encrypted email to the GROW Case Manager within five business days of the participant's intake.

3.1.2.3 Retain a copy of the completed ABP 1467 DVS form in the participant's file.

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.

3.2.1 CalWORKs Participants

3.2.1.1 Contractor shall use Screening for Potential CalWORKs Eligibility form, PA 1206 (Appendix B, Exhibit 1) to screen for potential CalWORKs eligibility. If a participant is determined to be potentially eligible for CalWORKs, Contractor shall have the participant apply for CalWORKs to expedite CalWORKs approval.

3.2.1.2 Contractor shall complete, submit the CalWORKs Treatment/Services Verification, PA 1923 (Appendix B, Exhibit 2), and retain a copy of the completed PA 1923, as indicated on the form, within 10 business

days.

- 3.2.1.2.1 For noncitizen U-visa or Violence Against Women Act (VAWA) recipients, Contractor shall submit a PA 1923, and retain a copy of the completed PA 1923 as indicated on the form, within 10 business days.
- 3.2.1.2.2 Additionally, once the U-Visa or VAWA petition has been filed at the United States Citizenship and Immigration Services (USCIS) and the noncitizen's CalWORKs eligibility has been established, Contractor shall submit a revised PA 1923, and retain a copy of the completed PA 1923, within thirty (30) calendar days.
- 3.2.1.3 Contractor shall receive an acceptance/approval or rejection of the PA 1923 submission via the Provider Notification Letter within five business days of submission. If the Contractor does not receive the Notification letter within five business days of faxing or emailing the PA 1923 form, Contractor should contact the Centralized PA 1923 Unit at DPSS for follow-up and resolution. **Contractor shall not re-fax or re-email the form.** 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.
 - 3.2.1.3.1 Contractor shall **not** send the PA 1923 for persons who have not yet applied for or been approved for CalWORKs.
 - 3.2.1.3.2 Contractor shall **not** send the PA 1923 if the CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3) is received.
- 3.2.1.4 If the Notification letter states that the participant is eligible, Contractor may continue to provide services to participant and request payment pursuant to the Appendix D, Sample Contract, Section 5.0, Contract Sum/Compensation, Subsection 5.6 Invoices and Payments.
- 3.2.1.5 If the Notification letter states that the participant is ineligible for reason(s) indicated on the Letter,

Contractor may continue to provide services to the participant for a period not to exceed 30 calendar days from the date on the Letter, and the PA 1923 form must be received by DPSS within 10 days of initial contact with participant. This applies to instances where the participant is ineligible due to being sanctioned by GAIN or Child Support Enforcement, or timed-off. Contractor shall ensure that participant resolves the issue, reengages in GAIN, and agrees to participate in WtW activities.

3.2.1.6 Contractor shall receive the CalWORKs Eligibility Worker/GAIN Services Worker Notification to Service Providers, PA 1132 (Appendix B, Exhibit 18) within 60 days from the date of the accepted Notification letter.

3.2.1.7 Contractor shall develop a tracking mechanism for receipt of the PA 1132 forms within 60 days from the date of the accepted Notification letter. If Contractor does not receive the PA 1132 within the indicated time frame, Contractor shall contact the Centralized PA 1923 Unit as indicated in the Notification Letter.

3.2.2 GR and GROW Participants

Contractor shall complete the General Relief Domestic Violence Services Verification Form, ABP 127 DVS, (Appendix B, Exhibit 10) legibly, including participant's signature and fax or transmit the form via County-approved encrypted email within five business days of the intake appointment/initial contact with the participant to the GROW Program Section.

3.2.2.1 Within five business days, Contractor shall receive a response to the General Relief Domestic Violence Services Verification Form ABP 127 submission from either the GR Program (unemployables) or GROW Program (employables).

3.2.2.2 If a participant is in GROW, Contractor shall receive a General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) to complete and return to the GROW Case Manager within 10 business days of receipt.

4.0 SERVICES TO BE PROVIDED

4.1 CASE MANAGEMENT SERVICES INCLUDE THE FOLLOWING SERVICES: assessment, safety plan, service plan, childcare/youth activities, counseling services, support group services, life skills

education services/client advocacy, DV education classes, shelter bed night service, language assistance services, court accompaniment and support services (optional), licensed therapy (optional), outreach and referrals.

4.1.1 Contractor shall maintain documentation with the following information to verify that the Case Management Services were provided:

- Date service was provided
- Signature and name of individual(s) who provided the service
- Description of type of case management services provided by case managers
- “CM” noted for Case Management
- Time spent providing the service, which must match the time billed on contractor invoice
- Participant’s Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number
 - Other progress and/or barriers to safety and/or changes.

4.2.1.1 Contractor shall not bill or be reimbursed for Case Management Services provided by a volunteer and/or unpaid intern.

4.2 REQUIRED SERVICES

4.2.1 Intake

Contractor shall conduct an interview and complete a Client Intake form for all participants to obtain information and determine participant’s immediate needs.

4.2.1.1 Contractor shall ask every new participant whether he/she is involved in multiple DV services, i.e., receiving services from other DVSS Contractor(s), from other sources, and/or County departments. DVSS shall 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 DVSS Case Management services until he/she notifies the

other DVSS Contractor of the proposed change in service providers and until DPSS receives the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), or the General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).

4.2.2 Assessment

Contractor shall conduct a comprehensive assessment of every new participant to identify the participant's DV situation, service need(s), level of capacity to participate in WtW, including all necessary referrals to assist the participant in overcoming DV barriers to move toward self-sufficiency by using the DV Assessment Tool developed by Contractor. This tool shall include, but is not limited to, the information needed to develop a Service Plan tailored to the participant's needs and circumstances that may impair the participant's ability to be regularly employed or to participate in WtW activities, or that may prevent the participant from participating at all in WtW. The assessment shall include narrative information supporting the selected goals, and objectives for the participant.

4.2.3. Safety Plan

A safety plan is a plan of actions that can help keep participants safer from a perpetrator. As part of safety planning, providers shall discuss safety considerations that participants should be aware of such as safety when attending court, discussions with children, and legal considerations when taking children out of the area.

Safety plans are intended to optimize survivor safety at every stage and should minimally include the following:

- Detail plans in case of dangerous situations or changes in the relationship, such as breaking up
- Identify safe friends and safe places
- Identify the essential items to take should one need or decide to leave home
- Include information about local domestic violence resources and legal rights
- Build on what a survivor is already doing to survive

Survivors are the experts in their own situation and some of the information or suggested steps provided in the plan may not be relevant to an individual survivor. The safety plans should be adapted as needed.

4.2.4 Service Plan

A Service Plan shall be created to empower the participant to engage in services to accomplish the desired goals to assist in overcoming barriers to employment and obtaining self-sufficiency. A thorough Service Plan incorporates the results of the assessment.

4.2.4.1 A Service Plan shall include the type of services, number of sessions, duration of services provided (e.g. Counseling, DV Education, Life Skills, Support Group), and the monitoring of services. A Service Plan shall also indicate the other services/referrals, such as Legal Services, etc.

4.2.5 Follow- Up

Follow up is the process of conducting ongoing contact with participants to ensure that services provided are adequate and assist participant in achieving their goals. Contractor's staff shall evaluate whether services are consistent with the needs in the service plan, and determine if any changes to goals are necessary. Additionally, these activities shall ensure that referrals are linked, and services are obtained in a timely, coordinated manner.

4.2.5.1 CalWORKs

Contractor shall monitor the progress of participants and note the progress of CalWORKs participants on the Mental Health/Substance Abuse/ Domestic Violence/ Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6). This report shall be submitted via fax or County-approved encrypted email, within 15 calendar days of report, and retain a signed copy of the form and fax confirmation in the participant's file.

4.2.5.2 GROW

At a minimum of once every 90 days from the date services began, GROW Progress Reports must be completed. Contractor shall monitor for receipt of DVS and complete General Relief Opportunities for

Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12). Contractor shall send via fax or County-approved encrypted email the completed ABP 1469 DVS to the GROW Case Manager, within five business days of report.

4.2.5.3 GR Participants

ABP 1469 DVS is not required, nor will one be sent for GR unemployable Participants.

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, regular review, including the tracking of participant's progress.

4.3.1 Counseling Services

Counseling Services are participant centered individual, family (participant and child/adolescent), or group counseling and education. Services shall be provided by a licensed, or non-licensed clinician, or a para-professional trained specifically in Domestic Violence counseling. Counseling Services shall be 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).

4.3.1.1 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 the service
- Description of counseling format, (i.e., "group", "individual", "family")
- "CS" noted for Counseling Service
- Actual time spent providing the service
- Participant's Information
 - First initial of first name
 - CalWORKs or GROW Case Number

- Year of Birth
- Participant's Case Number
- Other progress and/or barriers to safety and/or changes.

4.3.1.2 Contractor shall not bill or be reimbursed for Counseling Services provided by a volunteer and/or unpaid intern.

4.3.2 Support Group Services

Support Group Services are meetings with participants which cover 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 confidential support and encouragement to women in similar situations). (A group for purposes of payment is defined as three or more eligible participants as described in Paragraph 2.0, Participant Eligibility.) Contractor shall be reimbursed for the length of the group session in total hours, not the number of participants per hour in the group. For instance, if a group is two hours in length, the reimbursement will be for two hours of group time regardless of how many participants attended the group.

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

4.3.2.2 Contractor shall not bill or be reimbursed for Support Group Services provided by a volunteer and/or unpaid intern.

4.3.2.3 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"
- Actual Time of the group session
- Participants' Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth

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

4.3.3 Childcare/Youth Activity Services (CalWORKs Participants Only)

Childcare/Youth Activity Services is an on-site activity of the CalWORKs participant's minor child(ren). This may include leading or overseeing the minors in any educational or recreational activities.

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

4.3.3.2 Contractor shall not bill DPH for Childcare/Youth Activity Services that are provided by volunteers and/or non-paid interns.

4.3.3.3 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 the service
- Description of specific services provided (e.g., "daycare," "homework lab, "organized sports," etc.)
- "CYA" noted for Childcare/Youth Activities
- Actual Time spent providing the service
- Participant's Information
 - First initial of first name
 - CalWORKs Case Number
 - Year of Birth
 - Participant's Case Number

4.3.4 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. Life Skills Education Services include, but are not limited to: 1) parenting education; 2) independent living skills; and 3) 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 three or more Eligible participants as described in Paragraph 2.0, Participant Eligibility.) Contractor shall be reimbursed for the length of the education class in total hours, not the number of participants per hour in the class. For instance, if a class is two hours in length, the reimbursement will be for two hours regardless of how many participants attended the class.

4.3.4.1 Contractor shall provide Life Skills Education sessions on a face-to-face basis with each participant that includes 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
 - 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
 - Problem solving skills
 - Ability to access vital resources through role-

playing, direct advocacy social services, healthcare access, education, housing, transportation, etc.

- **Household establishment skills education:**
 - Assist in household budgeting, planning, purchasing and preparing of nutritional meals
 - 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

4.3.4.2 Client Advocacy. In providing Life Skills Education sessions individually or in group settings, contractor shall work closely with participants to help them learn the skills necessary to become self-sufficient.

4.3.4.3 Contractor shall provide a written curriculum within 30 days for the start of this Contract. Contractor shall develop its own written curriculum that includes details of the Life Skills Education sessions to be conducted.

4.3.4.4 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 the service
- Description of topics covered and participant's response to session
- "LSE" noted for Life Skills Education

- Actual time spent
- Participant's Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant's Case Number
- Other progress and/or barriers to safety and/or changes

4.3.5 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, in a group setting. (A class, for purposes of payment, is defined as two or more participants.) Contractor shall be reimbursed for the length of the education class in total hours, not the number of participants per hour in the class. For instance, if a class is two hours in length, the reimbursement will be for two hours regardless of how many participants attended the class.

4.3.5.1 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 the service
- Description of subject or topic discussed (e.g., "definition of DV, cycle of violence, DV myths," etc.)
- "DVES" noted for DV Education/Support
- Actual amount of time for the class session
- Participant's Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant's Case Number

4.3.6 Shelter Bed Night Services (CalWORKs Participants Only)

Shelter Bed Night Service is a service only available to CalWORKs participant and his/her minor children at a DV

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

4.3.6.1 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
 - Participant’s Case Number

4.3.6.2 Contractor shall be limited to billing a maximum of 45 total nights for this service provided to each participant during a consecutive twelve-month period.

4.3.7 Language Assistance Services

4.3.7.1 Language Assistance Services are provided by a Contractor using an interpreter or interpretation services (e.g., Tele-Interpreter or Open Communications International, TDD device or tele braille equipment) directly to a participant in a language other than English. Translation can be written and/or interpreted orally.

4.3.7.2 Contractor shall provide Language Assistance Services to non-English and limited English proficient participants using bilingual staff, or an interpreter/interpretation service.

4.3.7.3 Contractor shall not require participant to provide his/her own interpreter at any time. The most common non-English languages required by participants are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Spanish, Tagalog,

and Vietnamese.

4.3.7.4 Contractor shall maintain documentation with the following information to verify that the Interpreter/Interpretation Service was provided:

- Date service was provided
- Language interpreted
- Name and Affiliation of the individual who provided the interpretation service
- Service unit that was interpreted or translated in writing (e.g., “Case Management Services,” “Counseling,” etc.)
- Text-to-speech “TTS” noted for Interpretation/Translation Services
- Time spent providing the language assistance service
- Participant’s Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number

4.3.8 Referral to Legal Services

Contractor shall notify the participant of the availability of Legal Services and recommend these services as needed.

4.4 OPTIONAL SERVICES

4.4.1 Court Accompaniment and Support Services

4.4.1.1 For any domestic violence survivor, navigating the legal process can be intimidating and overwhelming because of the close relationship between the victim and the defendant, and the complicated nature of the impact of the abuse. Court Accompaniment and Support Services ensure that a person does not have to go through this process alone.

4.4.1.2 Contractor shall accompany participants to domestic violence related court appointments and help participants understand what to expect, and what information to bring with them.

4.4.1.3 Court Accompaniment and Support Services is not a

legal service and is not provided by a California licensed attorney. Court Accompaniment and Support Services do not include giving legal advice or legal information or representing anyone in court. Services include the following:

- Provision of emotional support throughout the legal proceedings;
- Accompanying participants to court proceedings and assisting the development of safety planning to ensure they are safe getting to and leaving the courtroom;
- Facilitating referrals to services that address the impacts of abuse such as counseling, safe housing and/or advocacy programs.

4.4.1.4 Contractor shall maintain documentation with the following information to verify that Court Accompaniment and Support Services were 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,” “Discussed safety plan for court appearance,” “explained general court process,” etc.)
- “CAS” noted for Court Accompaniment and Support
- Actual time spent providing the service
- Participants Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number

4.4.2 Licensed Therapy Services for Mental Health

4.4.2.1 Contractor shall not bill or be reimbursed for Licensed Therapy Services for mental health provided by a volunteer and/or unpaid intern.

4.4.2.2 Contractor may provide Licensed Therapy Service by individuals who are licensed by the California Board of Behavioral Sciences (BBS).

4.4.2.3 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 the service
- Description counseling format (e.g., “group,” “individual,” “family,” “child/adolescent”)
- “LT” noted for Licensed Therapy
- Actual time spent providing the service
- Participant’s Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number

4.5 OUTREACH SERVICES

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

4.5.2 Contractor shall provide community outreach services to the community at large (i.e., faith-based organizations and community gatherings), community colleges, social and health services agencies, human services agencies, that include target population groups, and individuals and families who are not participants.

4.5.3 Contractor shall complete and maintain the Event Services Report Form following documentation to verify that Outreach Services was provided and submit with the monthly invoice.

4.6 GAIN ORIENTATION/JOB CLUB PRESENTATION

4.6.1 Contractor shall participate in GAIN Orientation/Job Club Presentations and shall provide information on the availability of DVSS during the presentations to assist victims of DV or potential victims of DV.

4.6.2 DPH shall provide a schedule of the GAIN Orientation/Job Club Presentations that Contractor shall present per year. The schedule shall include the location, date and time of the presentations.

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

4.6.3.1 The Event Services Report Form shall be completed in its entirety and submitted with the monthly invoice.

4.6.3.2 A copy of the Event Services Report Form(s) shall be retained on file and provided to DPH upon request.

4.7 SERVICES WITHOUT UNDUE DELAY

4.7.1 Upon commencement of the 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, 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.

4.7.2 Contractor shall return all telephone calls received from participants within two business days.

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 SOW.

Contractor shall obtain required inspection certificates (health, fire, etc.) and written consent of the Director of the Department of Public Health 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.

4.8.1 Hours of Operation

4.8.1 Contractor's site shall be open and available to provide the required services to participants Monday through Friday at the service site within the Supervisorial District where Case Management services are provided.

4.8.1 Contractor shall ensure that staff responds to any calls and inquiries received between agency's operating hours. 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.

4.8.2 Walk-In/Drop-In Center

4.8.2 Contractor shall operate a Walk-In/Drop-In Center that is physically located in the Supervisorial District(s) where Case Management Services are provided, that must be open during business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Walk-In/Drop-In Center shall provide participants with the services detailed in this SOW.

4.9 STAFF

Contractor shall operate continuously throughout the entire term of the Contract with at least the minimum number of staff required under this SOW and any other applicable staffing requirements that are necessary to provide services hereunder. Contractor's staff shall meet the following requirements:

4.9.1 Mandatory 40-hour DV Training

Contractor shall ensure that all staff providing **direct** services to participants have successfully completed 40 hours of Domestic Violence training as defined in California Evidence Code Section 1037.1. Contractor shall maintain staff's individual certificates of completion in staff's personnel file and be made readily available for review at County's requests.

4.9.2 Case Management Staff

4.9.2.1 Contractor providing Case Management services shall have a Project Manager who will supervise and oversee all staff and services provided under this service category.

4.9.2.2 Contractor shall also have at least one staff providing Case Management services directly to participants, who is physically based at Contractor's program site(s) within the Supervisorial District in which case management services are provided.

4.9.2.3 The Contractor's Project Manager or designated

alternate staff and a direct provider staff shall be available during business hours.

4.10 CLIENT RECORDS

4.10.1 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. Progress notes with service delivery dates,
6. Program evaluation measures,
7. Discharge summary, if appropriate, and
8. Client satisfaction survey.

B. CALWORKS PARTICIPANTS

1. Screening for Potential CalWORKs Eligibility, PA 1206. (Appendix B, Exhibit 1),
2. CalWORKs Treatment/Services Verification, PA 1923, (Appendix B, Exhibit 2),
3. CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3),
4. Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4),
5. CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), and
6. Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6).

C. GR PARTICIPANTS

1. General Relief Domestic Violence Services Verification Form, ABP 127 DVS (Appendix B, Exhibit 10).

D. GROW PARTICIPANTS

1. General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9), and
2. General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).

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

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

4.11 PARTICIPANTS ENGAGE IN CONCURRENT WtW ACTIVITIES OR GROW ACTIVITIES

4.11.1 Contractor shall develop a protocol for evaluating participant's progress, completion of services, barriers, 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 (Appendix B, Exhibit 6). The completed progress report shall be submitted to the GAIN Services Worker/GROW Case Manager on a quarterly basis.

4.11.2 Participation in a concurrent GROW 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 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

4.11.4 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 or barriers that may prevent the participant from completing or progressing in DV services. In addition, the documentation shall include specifics such as date, time, and name the type of concurrent activity, including number of hours of participation in concurrent activities, as appropriate.

4.12 REPORTING

4.12.1 DVSS Monthly Management Report

Contractor shall submit to DPH a Monthly Management Report, Appendix B, Exhibit 14a, with their billing invoice no later than 15 days after the month services were rendered. Invoices received without the Monthly Management Report will not be paid. Additionally, Monthly Management Report participant data must match with the number of participants billed. Invoices with discrepancies between the number of participants billed and reported will not be paid until discrepancies are remedied.

4.12.2 DVSS Ad-Hoc Reports

County may request data or other information from Contractor on an Ad-Hoc basis, as needed by DPH, County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data to County in a mutually agreeable time period.

5.0 CUSTOMER SERVICE QUESTIONNAIRE

Contractor shall provide the Customer Service Questionnaire, Appendix B, Exhibit 11, to every participant within 90 days of initial intake and discharge. Contractor shall provide participants with a self-addressed stamped envelope for participants to submit the completed questionnaire to DPH. The Customer Service Questionnaire shall consist of the participant's satisfaction with the program. Contractors shall note in the participant's file that the customer service questionnaire was distributed to the participant and the date distributed.

6.0 CASE MANAGEMENT AND LEGAL REFERRALS

- 6.1 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.

7.0 DISCHARGE, TERMINATION AND CHANGES

7.1 CalWORKs

- 7.1.1 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, including other referrals, if necessary.
- 7.1.2 Contractor shall complete/update the DV assessment tool and the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5) for all participants at discharge, termination, completion or drop-out, within five working days, if the change occurs in between the progress report period.
- 7.1.3 Contractor shall complete the Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4) 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 period.
- 7.1.4 Fax or transmit via County-approved encrypted email a copy of GN 6007A and/or GN 6007B to the GAIN Services Worker, if the change occurs in between the progress report period.
- 7.1.5 Contractor shall retain a copy of the completed GN 6007A and/or GN 6007B and a copy of the fax/email confirmation in the participant's case file.
- 7.1.6 Contractor shall develop a tracking mechanism for participants who complete treatment, who fail to comply with treatment, and who return for services.

7.1.6.1 Contractor may bill for services provided to a terminated CalWORKs/GAIN participant for a period not to exceed 30 days after notification of termination of CalWORKs/GAIN eligibility has been received from DPSS. Contractor shall not be reimbursed for services provided to terminated CalWORKs/GAIN participants that exceed the **30-day period**.

7.2 GR AND GROW

7.2.1 Contractor shall utilize the General Relief Opportunities for Work Progress Report DVS, (ABP 1469 DVS (Appendix B, Exhibit 12) to report participant discharge, termination or changes.

7.2.2 Contractor may bill for services provided to a terminated GR/GROW participant for a period not to exceed 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.

7.3 CLIENT CHOICE IN NO LONGER ACCESSING SERVICES, OR NO LONGER ACCESSING PARTICULAR SERVICES

7.3.1 Under this SOW, it is the choice of the 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, unless the participant is no longer eligible for such services.

7.3.2 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.

7.3.3 Contractor may establish written rules designed to maximize the safety and respect of staff and participants. If a participant violates such rules, this shall serve as reason for no longer allowing a participant to access DVSS.

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

8.0 OTHER REQUIREMENTS

8.1 Contractor Organization Capacity/Waiting Lists

If at any time Contractor has reached its contractual/organizational capacity in number of participants being served, Contractor shall notify DPH in writing within five business days. Contractor shall notify DPH in writing within five business days. Prior written approval must be obtained from DPH 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

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

8.2.2 Contractor shall also attend DPH DV 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 the following statement:

“This project is funded, in whole or in part, by Los Angeles County, Department of Public Health, CalWORKs GAIN/GROW/GR Domestic Violence Supportive Services Program.”

The Contractor shall be, and all job announcements shall indicate that Contractor is, an Equal Employment Opportunity Employer.

8.4 Equipment and Equipment Inventory

8.4.1 Contractor shall provide necessary space, furniture, utilities, telephones, printers, scanners, and computer equipment necessary to provide services.

8.4.2 Contractor shall provide staff with Internet access.

8.4.3 Contractor shall provide all supplies that are necessary to perform the services required by the Contract.

8.4.4 Contractor shall establish and maintain an inventory of equipment funded under this agreement to include the following:

- a. Name and phone number of Contractor's contact person where equipment is located;

- b. Address where equipment is located;
 - c. Type of equipment;
 - d. Brand and model number of equipment;
 - e. County bar-code number on equipment, if applicable; and
 - f. Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 8.4.5 Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated inventory list during the term of the Contract upon request.
- 8.4.6 Contractor shall request and receive prior authorization from County to purchase any piece of equipment in excess of \$5,000, furnished by County that is necessary to perform all services required under this Statement of Work.
- 8.4.7 Unless applicable federal or State law requires otherwise, County shall be the sole owner of all rights, title, and interest in any and all equipment purchased by Contractor with County funds and equipment furnished by County to Contractor, pursuant to the Contract.
- 8.4.8 Upon termination or expiration of the Contract, all equipment purchased with County funds and equipment provided by County shall be retrieved by County with an appropriate notice to Contractor.

8.5 Civil Rights Training

Contractor shall ensure its direct service staff and volunteers participate in Civil Rights Training provided either in-person by DPSS or via approved web training and provide certification to DPH verifying completion or attendance of such. Contractor's staff shall be paid to attend the training, which shall be completed at least once every two years.

8.6 Civil Rights Complaints and Procedures

Contractor shall comply with Civil Rights policy and procedures, which include but are not limited to the following:

- 8.6.1 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 8.6.2 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:

8.6.2.1 Provide and assist CalWORKs and GR participants with completing a Complaint of Discriminatory Treatment, PA 607 (Appendix B, Exhibit 15) in the participant's primary language, as necessary.

8.6.2.2 Forward all PA 607 forms to DPSS within two business days of incident and maintain a copy.

9.0 PERFORMANCE OUTCOMES

Contractor shall adhere to the performance outcomes and service standards for DVSS provided under this Appendix A.1, Case Management Statement of Work, Attachment A, Case Management Services Performance Requirements Summary Chart, and Appendix B, Domestic Violence Supportive Services Forms. The performance outcomes shall be utilized to monitor the contractor's support of domestic violence survivors to increase safety, lessen harm, and enroll into intervention services tailored to their specific needs. The monitoring of performance outcomes of the Contractor is done by DPH with the goal of assisting participants in increasing their safety, lessening harm, and moving towards empowerment and economic self-sufficiency.

10.1 Ensure that 90% of new participants have a service plan based on their unique needs and circumstances.

10.2 Ensure that 75% of continuing participants that are receiving case management will receive a comprehensive reassessment of their DV situation, service plan, and safety plan at minimum, every 180 days (six months).

10.3 Ensure that 90% of participants in need of legal services are notified of the availability of legal services and receive a referral (if appropriate) to a DVSS legal service provider.

10.0 COUNTY DATA MANAGEMENT SYSTEM

Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data and service outcomes, for services provided. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes. Contractor shall ensure data quality and compliance with all data submission requirements.

**CASE MANAGEMENT SERVICES
PERFORMANCE REQUIREMENTS SUMMARY CHART**

CASE MANAGEMENT PERFORMANCE OUTCOMES		
SERVICE STANDARD	INDICATOR	MEASUREMENT METHOD
a) Ensure that 90% of new participants have a service plan based on their unique needs and circumstances.	Monthly Invoice & Chart Review	<p>Review new participants on invoice and check for a service plan billed for them during the month</p> <p>Denominator = All new participants billed during the month Numerator = Participants that received a service plan in the same billing month [DPH OWH will take the annual average]</p>
b) Ensure that 75% of continuing participants that are receiving case management will receive a comprehensive reassessment of their DV situation, service plan, and safety plan at minimum, every 180 days (six months).	Monthly Invoice & Chart Review	<p>Review all returning participants and check if they had a service assessment billed for them during the month</p> <p>Denominator = All continuing participants billed during the month Numerator = Participants that received a service plan in the same billing month [DPH OWH will take the annual average]</p>
c) Ensure that 90% of participants in need of legal services are notified of the availability of legal services and receive a referral (if appropriate) to a DVSS legal service provider.	Monthly Management Report & Chart Review	<p>The Monthly Management Report will capture (1) The number of participants that were identified as needing services, and the (2) The number of participants that were provided referrals to DVSS Legal Services</p> <p>Denominator = All participants identified as needing legal services Numerator = Participants that received a DVSS legal service referrals in the same billing month [DPH OWH will take the annual average]</p>

LEGAL SERVICES STATEMENT OF WORK

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Attachment A – Legal Services Performance Requirements Summary Chart

LEGAL SERVICES STATEMENT OF WORK

INTRODUCTION

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. 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 from dependence on public assistance into self-sufficiency. Aided adults or caretakers of families on welfare, unless exempt, are required to meet the WtW requirements.

CalWORKs regulations provide considerations for domestic violence survivors to ensure that clients (CalWORKs recipients or participants) who are past or present survivors are not placed at further risk or unfairly penalized by CalWORKs program requirements. Domestic Violence (DV) is the use of intentional emotional, psychological, sexual, or physical force by one family member or intimate partner to control another. It can be a barrier to employment and participation in WtW activities for the DV survivor. Domestic Violence Support Services (DVSS) are provided under this agreement to assist survivors in achieving a network of safe supports so that they can overcome barriers to employment and become self-sufficient.

1.0 PROGRAM OVERVIEW

1.1 DOMESTIC VIOLENCE LEGAL SERVICES

- 1.1.1 Legal Services include: family law, immigration services, translator/translation services, restraining order, benefits advocacy, other legal services, and legal services workshops.
- 1.1.2 Legal Services shall be offered and provided to participants upon request during his/her participation in DVSS, as described in this Statement of Work (SOW). Legal Services 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 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
- 1.1.3 Contractor shall provide services to non-English and limited English proficient participants using bilingual staff or translator/translation services. Contractor shall not require participants to provide their own interpreter at any time. The most common non-English languages are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean,

Russian, Spanish, Tagalog, and Vietnamese.

2.0 PARTICIPANT ELIGIBILITY

Eligibility for Legal Services funded under this SOW participants in the CalWORKs, General Relief (GR) and/or General Relief Opportunities for Work (GROW) programs that are survivors of domestic violence. Participants must reside in Los Angeles County.

2.1 ELIGIBILITY DETERMINATION

2.1.1 Contractor shall determine CalWORKs, GR, and GROW participant's initial and on-going eligibility to the DVSS program by adhering to the procedures outlined throughout this SOW which include completion and submission of DPSS forms and shall maintain documentation in participants' files.

2.1.2 Contractor shall ensure that participant is eligible for the DVSS Program. To qualify for DVSS, each participant shall be a victim of DV by a current/past spouse or intimate partner. For purposes of this SOW, the abuse may be current or have occurred in the past. The eligible population are CalWORKs, GR, and GROW participants.

2.2 NO CLIENT FEES

2.2.1 Contractor shall not charge a DVSS participant any fees/costs for any services provided to the DVSS participant under this SOW.

2.3 NO MANDATORY PARTICIPANT DUTIES

2.3.1 Contractor shall not mandate participant to perform duties to receive services. This includes work related to the upkeep and/or maintenance of Contractor's facilities, office work or clerical duties, and childcare.

2.4 OBTAINING PARTICIPANT'S CASE NUMBER

2.4.1 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.

2.4.2 Contractor shall obtain the name, DPSS office location, and phone number of the participant's Greater Avenues for Independence (GAIN) Services Worker or GROW Case Managers from the participant. If the participant is only able to provide the name of the GAIN Services Worker/GROW Case

Manager and CalWORKs or GR/GROW case number, the other information may be obtained by calling DPSS at (866) 613-1044.

2.5 PARTICIPANTS RESIDING OUTSIDE LOS ANGELES COUNTY

- 2.5.1 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 until his/her case has been transferred to a Los Angeles County DPSS office.
- 2.5.2 After participant's case has transferred to a Los Angeles County DPSS office, all eligibility and verification procedures and documentation requirements detailed in this SOW shall apply.

3.0 REFERRALS

3.1 DPSS DIRECT REFERRALS

Contractor will receive participant referrals from DPSS for the provision of domestic violence supportive services. DPSS staff will initiate a call to the Contractor to schedule an appointment for the participant. Contractor shall coordinate scheduling appointments and shall implement the following steps when receiving participant referrals from DPSS.

3.1.1 CalWORKs Participants Directly Referred by DPSS

- 3.1.1.1 Obtain a copy of CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3), from the participant or DPSS GAIN Services Worker/GROW Case Manager.
- 3.1.1.2 Complete Page 2, Section B of GN 6006B, and fax or transmit the completed form via County-approved encrypted email to the DPSS GAIN Services Worker/GROW Case Manager within five business days of participant's intake.
- 3.1.1.3 Retain a copy of the completed GN 6006B form in the participant's case file.
- 3.1.1.4 Ensure that the DV component is open in DPSS's CalWORKs Leader Replacement system (LRS) for at least one day of a service month to establish eligibility for entire month.

3.1.2 GR/GROW Participants Directly Referred by DPSS

- 3.1.2.1 Obtain a copy of General Relief Domestic Violence

Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) from the GROW Case Manager via confidential fax or U.S. mail.

- 3.1.2.2 Complete the ABP 1467 DVS form and fax it or transmit via County-approved encrypted email to the GROW Case Manager within five business days of the participant's intake.
- 3.1.2.3 Retain a copy of the completed ABP 1467 DVS form in the participant's file.

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.

3.2.1 CalWORKs Participants

- 3.2.1.1 Contractor shall use Screening for Potential CalWORKs Eligibility form, PA 1206 (Appendix B, Exhibit 1) to screen for potential CalWORKs eligibility. If the participant is determined to be potentially eligible for CalWORKs, Contractor shall have the participant apply for CalWORKs to expedite CalWORKs approval.
- 3.2.1.2 Contractor shall complete, submit the CalWORKs Treatment/Services Verification form, PA 1923 (Appendix B, Exhibit 2), and retain a copy of the completed PA 1923, as indicated on the form, within ten business days.
 - 3.2.1.2.1 For noncitizen U-visa or Violence Against Women Act (VAWA) recipients, Contractor shall submit a PA 1923, and retain a copy of the completed PA 1923 as indicated on the form, within ten (10) business days.
 - 3.2.1.2.2 Additionally, once the U-Visa or VAWA petition has been filed at the United States Citizenship and Immigration Services (USCIS) and the noncitizen's CalWORKs eligibility has been established, Contractor shall submit a revised PA 1923, and retain a copy of the completed PA 1923, within thirty 30 calendar days.

- 3.2.1.3 Contractor shall receive an acceptance/approval or rejection of the PA 1923 submission, via the Provider Notification Letter, within five business days via mail, or fax, or email. If the Contractor does not receive the Notification letter within five business days of faxing or emailing the PA 1923 form, Contractor should contact the Centralized PA 1923 Unit for follow-up and resolution. **Contractor shall not re-fax or re-email the form.** 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.
- 3.2.1.3.1 Contractor shall **not** send the PA 1923 for persons who have not yet applied for or been approved for CalWORKs.
- 3.2.1.3.2 Contractor shall **not** send the PA 1923 if the CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3) is received.
- 3.2.1.4 If the Notification letter states that the participant is eligible, Contractor may continue to provide services to participant and request payment pursuant to the Contract, Section 5.0, Contract Sum/Compensation, Subsection 5.6 Invoices and Payments.
- 3.2.1.5 If the Notification letter states that the participant is ineligible for reason(s) indicated on the Letter, Contractor may continue to provide services to the participant for a period not to exceed 30 calendar days from the date on the Letter, and the PA 1923 form must be received by DPSS within 10 days of initial contact with participant. This applies to instances where the participant is ineligible due to being sanctioned by GAIN or Child Support Enforcement, or timed-off. Contractor shall ensure that participant resolves the issue, reengages in GAIN, and agrees to participate in WtW activities.
- 3.2.1.6 Contractor shall receive the CalWORKs Eligibility Worker/GAIN Services Worker Notification to Service Providers, PA 1132 (Appendix B, Exhibit 18) within 60 days from the date of the accepted Notification letter.
- 3.2.1.7 Contractor shall develop a tracking mechanism for receipt of the PA 1132 forms within 60 days from the

date of the accepted Notification letter. If Contractor does not receive the PA 1132 within the indicated time frame, Contractor shall contact the Centralized PA 1923 Unit as indicated in the Notification Letter.

3.2.2 GR and GROW Participants

Contractor shall complete the General Relief Domestic Violence Services Verification form, ABP 127 DVS (Appendix B, Exhibit 10) legibly with participant's signature and fax or transmit the form via County-approved encrypted email within five business days of the intake appointment/initial contact with the participant to the GROW Program Section.

3.2.2.1 Within five business days, Contractor shall receive a response to the General Relief Domestic Violence Services Verification Form ABP 127 DVS submission from either the GR Program (unemployables) or GROW Program (employables).

3.2.2.2 If a participant is in GROW, Contractor shall receive a General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) to complete and return to the GROW Case Manager within ten business days of receipt.

4.0 SERVICES TO BE PROVIDED

4.1 LEGAL SERVICES INCLUDE THE FOLLOWING SERVICES: Legal Services shall be offered and may be provided to participants and upon request during his/her participation in DVSS, as described in this SOW. Legal Services 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 best interest and safety in mind.

4.1.1 Legal Services 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, including the participant's level of capacity to participate safely in WtW.

4.1.2 Legal Services Contractor shall provide Legal Services under the supervision of an attorney, licensed to practice in the State of

California.

4.1.3 Legal Services Contractor shall not permit participants to provide services to other participants under this SOW or as part of any other services the Contractor provides.

4.1.4 Legal Services Contractor shall ensure that 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.

4.2 REQUIRED SERVICES

4.2.1 Intake

Contractor shall conduct an interview and complete a Client Intake form for all participants in order to obtain information and determine immediate needs.

4.2.1.1 Contractor shall ask every new participant whether he/she is involved in multiple services, i.e., receiving services from other DVSS Contractor(s), from other sources, and/or County Departments. DVSS shall be coordinated with other agencies to assure that DV families are not subjected to conflicting service goals. Contractor shall contact the other DVSS Contractor within three business days to inform them they are now servicing the participant, to confirm notification of other DVSS Contractor by participant and should follow-up with a written correspondence summarizing the telephone conversation, documenting the participant's identification and agreed upon date services began or are to begin. 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 CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), is submitted to the DPSS GSW/GCM or the General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12), to the GR/GROW Case Manager within five (5) business days of notification.

4.2.2 Assessment

4.2.2.1 Legal Services Contractor shall conduct a comprehensive assessment/ consultation to identify the participant's DV situation, legal problem(s), need(s), type of legal services needed to develop the Service Plan,

goals, and objectives, other referrals for successful outcomes to assist the participant to overcome barriers to employment, including the participant's level of participation in WtW.

4.2.3. Safety Plan

A safety plan is a plan of actions that can help keep participants safer from an abuser. For legal services, a Restraining Order may be part of a safety plan. As part of safety planning, Legal services providers shall discuss safety considerations that participants should be aware of such as safety when attending court, discussions with children, and legal considerations when taking children out of the area. Contractor must inform participant of legal developments in advance, particularly when a batterer is about to be served or when a hearing is approaching, so that participant may take extra safety precautions.

Safety plans are intended to optimize survivor safety at every stage and should minimally include the following:

- Detail plans in case of dangerous situations or changes in the relationship, such as breaking up
- Identify safe friends and safe places
- Identify the essential items to take should one need or decide to leave home
- Include information about local domestic violence resources and legal rights
- Build on what a survivor is already doing to survive

Survivors are the experts in their own situation and some of the information or suggested steps provided in the plan may not be relevant to an individual survivor. The safety plans should be adapted as needed.

4.2.4 Service Plan

The Service Plan shall be created to empower the participant to engage in services to accomplish the desired goals to assist in overcoming barriers to employment and obtaining self-sufficiency. A thorough Service Plan incorporates the results of the assessment.

4.2.4.1 The Legal Services Plan shall specify the goals and objectives to be met (e.g. restraining order in place, child support order obtained), and duration of services. The Legal Services Plan shall also document the participant's needs, the type of legal services, regular

reviews, and other services/referrals, such as Case Management, etc. Legal Services contractor shall update the Legal Services Service Plan, as deemed necessary.

4.2.5 Follow- Up

Follow up is a process which involves ongoing contact and services provided to participant to achieve their goals, evaluate whether services are consistent with the needs in the service plan, and determine if any changes to goals are necessary. Additionally, these activities shall ensure that referrals are linked, and services are obtained in a timely, coordinated manner.

4.2.5.1 CalWORKs

Contractor shall monitor the progress of participants and noted that progress of CalWORKs participants on the Mental Health/Substance Abuse/ Domestic Violence/ Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6). This report shall be submitted via fax or County-approved encrypted email, within 15 calendar days of receipt, and retain a signed copy of the form and fax confirmation in the participant's file.

4.2.5.2 GROW

At a minimum of once every 90 days from the date services began, GROW Progress Reports must be completed. Contractor shall monitor for receipt of DVS, General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12), which is mailed directly to the Contractor by DPSS monthly. Contractor shall fax or County-approved encrypted email the completed ABP 1469 DVS form to the GROW Case Manager, within five business days of receipt.

4.2.5.3 GR Participants

Form ABP 1469 is not required, nor will one be sent for GR unemployable Participants.

4.3 SERVICES PROVIDED BASED ON PARTICIPANT NEED

4.3.1 Family Law Services (Divorce and Child Custody)

Family Law Services may include, but are not be limited to: divorce, marital property division, spousal support, paternity

establishment, child custody and visitation orders, child support, and the filing of a restraining order, etc. Legal Services Contractor shall:

- Clearly document the initial consultation(s), 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.

4.3.1.1 Legal Services 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.
- 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
 - Participant’s Case Number

4.3.1.2 Contractor shall not bill or be reimbursed for Counseling Services provided by a volunteer and/or unpaid intern.

4.3.2 Restraining Order Services

Restraining Order Services are legal services provided to DVSS

participants that are associated with obtaining a DV restraining order, emergency protective order (EPO), temporary restraining order (TRO), or otherwise.

4.3.2.1 Legal Services 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.

4.3.2.2 Legal Services 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
- 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
 - Participant’s Case Number

4.3.3 Immigration Law Services

Benefits Access Assistance (BAA) 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.

4.3.3.1 Legal Services Contractor shall provide BAA Service.

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

- Date service was provided
- Signature and name of individual(s) who provided service
- Description of specific services 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
- Name of Attorney and Paralegal providing services to Participant or “Pro Per” noted
- Participant’s Information
 - First initial of first name
 - CalWORKs Case Number
 - Year of Birth
 - Participant’s Case Number

4.3.4 Other Legal 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.

4.3.4.1 Legal Services 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 topics covered (e.g., “household budgeting,” “nutrition,” child discipline,” “client advocacy”, etc.)
- “OLA” noted for Other Legal Services
- Time spent
- Participant’s Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number
- Other progress and/or barriers to safety and/or changes

4.3.5 Translator/Translation Services

- 4.3.5.1 Translator/Translation Services are associated with Contractor using a translator or translation services (e.g., Tele-Interpreter or Open Communications International, TDD device or tele braille equipment) to provide direct services to a participant in a language other than English. Translation can be written and/or oral.
- 4.3.5.2 Contractor shall provide translation services to non-English and limited English proficient participants using bilingual staff, or a translator/translation service.
- 4.3.5.3 Contractor shall not require participant to provide his/her own interpreter at any time. The most common non-English languages required by participants are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese.
- 4.3.5.4 Contractor shall maintain documentation with the following information to verify that the Translator/ Translation Service was provided:
- Date service was provided
 - Language translated
 - Name and Affiliation of the individual who provided the service
 - Service unit that was translated (e.g., “Case Management Services,” “Counseling,” etc.)

- “TTS” noted for Translator/Translation Services
- Time spent providing the service
- Participant’s Information
 - First initial of first name
 - CalWORKs or GROW Case Number
 - Year of Birth
 - Participant’s Case Number

4.3.6 Legal Services Workshop Services

Legal Services Workshop services are provided to groups to assist in completing the required legal paperwork to avoid paperwork returns from the court. Legal Services Workshops are facilitated by the Family Law or Staff Attorney. Legal Services Workshops provide information on the legal aspects about family law matters, i.e., divorce, paternity establishment, child custody, support and visitation; step-by-step instructions on completing required legal forms. Client confidentiality shall be maintained by providing opportunity for participants to privately ask questions on a one-on-one basis. Legal services attorney, or paralegal under supervision by attorney, shall review all legal forms to identify mistakes, missing items/documents, and to avoid paperwork being returns from the court.

4.3.6.1 Contractor shall maintain documentation with the following information to verify that the Legal Services Workshop was provided to participants:

- Date service was provided
- Signature or initials or name of individual(s) who provided service
- Description of service(s) provided (e.g., “review of paperwork,” “prepared court documents,” etc.
- “LSWS” noted for Legal Services Workshop Services
- 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
- Participant's Case Number

4.3.6.2 Contractor shall complete in its entirety the DVSS Event Services Report (Appendix B, Exhibit 16), and submit with the monthly invoice. A copy shall be retained in file and provided to DPH upon request.

4.4 SERVICES WITHOUT UNDUE DELAY

4.4.1 Upon commencement of the 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, 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.

4.4.2 Contractor shall return all telephone calls received from participants within two business.

4.5 SERVICE SITES

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

Contractor shall obtain required inspection certificates (health, fire, etc.) and written consent of the Director of the Department of Public Health 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.

4.5.1 Hours of Operation

4.5.1.1 Contractor's site shall be open and available to provide the required services to participants Monday through Friday at the service site within the Supervisorial District(s) where Legal Services are provided.

4.5.1.2 Contractor shall ensure that staff responds to any calls and inquiries received between agency's operating hours. 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.

4.5.2 Walk-In/Drop-In Center

4.5.2.1 Contractor shall operate a Walk-In/Drop-In Center that is physically located in the Supervisorial District(s) where Legal Services are provided, that must be open during business hours between 8:00 and 5:00 p.m., Monday through Friday. The Walk-In/Drop-In Center shall provide participants with the services detailed in this SOW.

4.6 STAFF

Contractor shall operate continuously throughout the entire term of the Contract with at least the minimum number of staff required under this SOW and any other applicable staffing requirements which are necessary to provide services hereunder. Contractor's staff shall meet the requirements listed below.

4.6.1 Mandatory 40-hour DV Training

Contractor shall ensure that all staff providing **direct** services to participants has successfully completed 40 hours of Domestic Violence training as defined in California Evidence Code Section 1037.1. Contractor shall maintain staff's individual certificates of completion in staff's personnel file and be made readily available for review at County's requests.

4.6.2 Legal Services Contractor Attorney-Employee

Legal Services Contractor providing DVSS Legal Services shall have, at a minimum on staff, an attorney licensed to practice law within the State of California who supervises and oversees lay staff and provides Legal Services under the Contract. The attorney must visit the Legal Services Contractor's service site(s) within the Supervisorial District in which it receives funding to provide Legal Services at least once per week to provide direct oversight and supervision to Legal Services staff. Such attorney is bound by the same legal and confidentiality requirements of contractor's staff. Additionally, contractor shall inform each participant at such time that an independent contractor or volunteer provides services that they are not staff of the contractor.

4.7 CLIENT RECORDS

4.7.1 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. Progress notes with service delivery dates,
6. Program evaluation measures,
7. Discharge summary, if appropriate, and
8. Client satisfaction survey.

B. CALWORKS PARTICIPANTS

1. Screening for Potential CalWORKs Eligibility, PA 1206 (Appendix B, Exhibit 1),
2. CalWORKs Treatment/Services Verification, PA 1923 (Appendix B, Exhibit 2),
3. CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3),
4. Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4),
5. CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), and
6. Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6).

C. GR PARTICIPANTS

1. General Relief Domestic Violence Services Verification Form, ABP 127 DVS (Appendix B, Exhibit 10).

D. GROW PARTICIPANTS

1. General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9), and
2. General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).

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

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

4.8 PARTICIPANTS ENGAGE IN CONCURRENT WtW ACTIVITIES OR GROW ACTIVITIES

4.8.1 Contractor shall develop a protocol for evaluating participant's progress, completion of services, barriers, 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 (Appendix B, Exhibit 6). The completed progress report shall be submitted to the GAIN Services Worker/GROW Case Manager on a quarterly basis.

4.8.2 Participation in a concurrent GROW 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.

4.8.3 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

4.8.4 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 or barriers that may prevent the participant from completing or progressing in DV services. In addition, the documentation shall include specifics such as date, time, and name the type of concurrent activity, including number of hours of participation in concurrent activities, as appropriate.

4.9 REPORTING

4.9.1 DVSS Monthly Management Report

Contractor shall submit to DPH a Monthly Management Report no later than 15 days after the month services were rendered.

4.9.2 DVSS Ad-Hoc Reports

County may request data or other information from Contractor on an Ad-Hoc basis, as needed by DPH, County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data to County in a mutually agreeable time period.

5.0 CUSTOMER SERVICE QUESTIONNAIRE

Contractor shall provide the Customer Service Questionnaire to every participant to complete and submit the completed questionnaire to the DPH within 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 have the participant confirm receipt of a Customer Service Questionnaire and contractor shall retain confirmation in the participant's case file.

6.0 DISCHARGE, TERMINATION AND CHANGES

6.1 CalWORKs

6.1.1 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, including other referrals, if necessary.

- 6.1.2 Contractor shall complete/update the DV assessment tool, the Client Satisfactory Survey, and the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5) for all participants at discharge, termination, completion or drop-out, within five working days, if the change occurs in between the progress report period.
- 6.1.3 Contractor shall complete the Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4) 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 period.
- 6.1.4 Fax or transmit via County-approved encrypted email a copy of GN 6007A and/or GN 6007B to the GAIN Services Worker, if the change occurs in between the progress report period.
- 6.1.5 Contractor shall retain a copy of the completed GN 6007A and/or GN 6007B and a copy of the fax/email confirmation in the participant's case file.
- 6.1.6 Contractor shall develop a tracking mechanism for participants who complete treatment, who fail to comply with treatment, and who return for services.
 - 6.1.6.1 Contractor may bill for services provided to a terminated CalWORKs/GAIN participant for a period not to exceed 30 days after notification of termination of CalWORKs/GAIN eligibility has been received from DPSS. Contractor shall not be reimbursed for services provided to terminated CalWORKs/GAIN participants that exceed the **30-day period**.

6.2 GR AND GROW

- 6.2.2 Contractor shall utilize the General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12) to report participant discharge, termination or changes.
 - 6.2.2.1 Contractor may bill for services provided to a terminated GR/GROW participant for a period not to exceed 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 NO LONGER ACCESSING PARTICULAR SERVICES

- 6.3.2 Under this SOW, it is the choice of the 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, unless the participant is no longer eligible for such services.
- 6.3.3 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.
- 6.3.4 Contractor may establish written rules designed to maximize the safety and respect of staff and participants. If a participant violates such rules this shall serve as reason for no longer allowing a participant to access DVSS.
- 6.3.5 Contractor shall retain a copy of the rules in each participant’s case file and document any rule violations in the case file for monitoring purposes.

7.0 OTHER REQUIREMENTS

7.1 Contractor Organization Capacity/Waiting Lists

If at any time Contractor has reached its contractual/organizational capacity in number of participants being served, Contractor shall notify County in writing within five business days. Prior written approval must be obtained from DPH 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.

7.2 Los Angeles County Domestic Violence Council Meetings

Contractor shall attend a minimum of **four** Los Angeles County Domestic Violence Council meetings per year. Contractor shall also attend bi-annual DPH DV providers’ meetings.

7.3 Public Statements

Contractor shall indicate in any and all press release(s) and any statement to the public related to the Program the following statement:

“This project is funded, in whole or in part, by Los Angeles County,

Department of Public Health, CalWORKs GAIN/GROW/GR Domestic Violence Supportive Services Program.”

Contractor shall be, and all job announcements shall indicate that Contractor is, an Equal Employment Opportunity Employer.

7.4 Equipment and Equipment Inventory

Contractor, shall request and receive prior authorization from County to purchase any piece of equipment in excess of \$5,000, not furnished by County that is necessary to perform all services required under this SOW.

Unless applicable federal or State law requires otherwise, County shall be the sole owner of all rights, title, and interest in any and all equipment purchased by Contractor with County funds and equipment furnished by County to Contractor, pursuant to the Contract.

Upon termination or expiration of the Contract, all Contractor equipment purchased with County funds and equipment provided by County shall be retrieved by County with an appropriate notice to Contractor.

7.5 Civil Rights Training

Contractor shall ensure its direct service staff and volunteers attend a Civil Rights Training and provide certification to DPH verifying completion or attendance of such. Contractor's staff shall be paid to attend the training, which shall be completed at least once every two years.

7.6 Civil Rights Complaints and Procedures

Contractor shall comply with Civil Rights policy and procedures, which include but are not limited to the following:

7.6.1 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.

7.6.2 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:

7.6.2.1 Provide and assist CalWORKs and GR participants with completing a Complaint of Discriminatory Treatment, PA 607 form (Appendix B, Exhibit 15) in the participant's primary language, as necessary.

7.6.2.2 Forward all PA 607 forms to DPSS within two (2) business days and maintain a copy.

8.0 PERFORMANCE OUTCOMES

Contractor shall adhere to the performance outcomes and service standards for DVSS provided under this Appendix A.2, Legal Services SOW, Attachment A, Legal Services Performance Requirements Summary Chart, and Appendix B, Domestic Violence Supportive Services Forms. The performance outcomes shall be utilized to monitor the contractors support of domestic violence survivors to increase safety, lessen harm, and enroll into intervention services tailored to their specific needs. The monitoring of performance outcomes of the Contractor is done by DPH with the goal of assisting participants in increasing their safety, lessening harm, and moving towards empowerment and economic self-sufficiency.

9.1 Legal Services Performance Outcomes are as follows:

- a. Ensure that 80% of DVSS-Legal Services participants have a legal service plan based on their unique needs and circumstances.
- b. Ensure that 80% of participants that need benefit access assistance services and advocacy are receiving the needed services tailored for their unique situation.

9.0 COUNTY DATA MANAGEMENT SYSTEM

Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data and service outcomes, for services provided. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes. Contractor shall ensure data quality and compliance with all data submission requirements.

LEGAL SERVICES PERFORMANCE REQUIREMENTS SUMMARY CHART

LEGAL SERVICES PERFORMANCE OUTCOMES		
SERVICE STANDARD	INDICATOR	MEASUREMENT METHOD
a) Ensure that 80% of DVSS-Legal Services participants have a legal service plan based on their unique needs and circumstances.	Monthly Invoice & Chart Review	Review new participants on invoice and check for a service plan billed for them during the month Denominator = All new participants billed during the month Numerator = Participants that received a service plan in the same billing month [DPH OWH will take the annual average]
b) Ensure that 80% of participants that need benefit access assistance services and advocacy are receiving the needed services tailored to their unique situation.	Monthly Management Report & Chart Review	Monthly Management Report will capture: (1) The number of participants identified in need of benefit access assistance and advocacy (2) The number of participants provided benefit access assistance and advocacy) Denominator = All participants identified as needing benefits access assistance and/or advocacy Numerator = Participants that received assistance and/or advocacy in the same billing month [DPH OWH will take the annual average]

Appendix B – DOMESTIC VIOLENCE SUPPORTIVE SERVICES SAMPLE FORMS

- EXHIBIT 1 – SCREENING FOR POTENTIAL CALWORKS ELIGIBILITY (PA 1206)
- EXHIBIT 2 – CALWORKS TREATMENT/SERVICES VERIFICATION (PA 1923)
- EXHIBIT 3 – CALWORKS SPECIALIZED SUPPORTIVE SERVICES PROVIDER REFERRAL (GN 6006B)
- EXHIBIT 4 – NOTIFICATION OF CHANGE FROM SPECIALIZED SUPPORTIVE SERVICES PROVIDER (GN 6007A)
- EXHIBIT 5 – CALWORKS SUPPORTIVE SERVICES ENROLLMENT TERMINATION NOTICE (GN 6007B)
- EXHIBIT 6 – MENTAL HEALTH/SUBSTANCE ABUSE/DOMESTIC VIOLENCE/FAMILY PRESERVATION PROGRAM SERVICE PROVIDER PROGRESS REPORT (GN 6008)
- EXHIBIT 7 – CALWORKS CHILD CARE PROGRAM BROCHURE (ST1-32)
- EXHIBIT 8 – DPSS PROVIDER NOTIFICATION LETTER
- EXHIBIT 9 – GENERAL RELIEF DOMESTIC VIOLENCE SERVICES REFERRAL (ABP 1467 DVS)
- EXHIBIT 10 – GENERAL RELIEF DOMESTIC VIOLENCE SERVICES VERIFICATION (ABP 127 DVS)
- EXHIBIT 11 – CUSTOMER SERVICE QUESTIONNAIRE
- EXHIBIT 12 – GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRESS REPORT DVS (ABP 1469 DVS)
- EXHIBIT 13 – CONTRACT DISCREPANCY REPORT
- EXHIBIT 14 – MONTHLY MANAGEMENT REPORT
 - 14a – Case Management Services Monthly Management Report
 - 14b – Legal Services Monthly Management Report
- EXHIBIT 15 – COMPLAINT OF DISCRIMINATORY TREATMENT FORM (PA 607)
- EXHIBIT 16 – DVSS EVENT SERVICES REPORT
- EXHIBIT 17 – SAMPLE MONTHLY INVOICE FORMS
 - 17a – Case Management Services Sample Invoice
 - 17b – Legal Services Sample Invoice
- EXHIBIT 18 – CALWORKS ELIGIBILITY WORKER/GAIN SERVICES WORKER NOTIFICATION TO SERVICE PROVIDERS (PA 1132)

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.

IDENTIFYING INFORMATION		
Name: _____ (Last, First, Middle)	SSN: _____ - _____ - _____	DOB: ____ / ____ / ____
Address: _____		City and Zip: _____
Telephone No.: (____) _____		Primary Language: _____
A. EXISTING CalWORKs CASE		
Do you or your unmarried minor child(ren) receive welfare benefits? (CalWORKs cash aid, Food Stamps, Medi-Cal) <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes No
If Yes , complete the following: Child's Name: _____ Child's Birth date: _____ Mother's Name: _____ SS # (if known): _____ Type of Aid/Benefits: _____ County/State: _____		If Yes , (the individual is receiving CalWORKs cash benefits), do not continue.
B. CUSTODIAL/NON-CUSTODIAL RELATIONSHIP		
Does your unmarried minor child(ren) live with you? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes No
If No , you are a Non-Custodial Parent*, and you may still be eligible for domestic violence, mental health services, and/or substance abuse.		*Non-Custodial parents (NCPs) are not CalWORKs eligible, but may be eligible for domestic violence, substance abuse and/or mental health services.
C. POTENTIAL ELIGIBILITY		
1. Does your household include either a pregnant woman with no other minor child(ren) or a parent/caretaker with a minor child (under 19 years of age)? <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 rd trimester of her pregnancy to be CalWORKs eligible.
If the only child 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		
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		Yes No
If No , what is your current residence (immigrant) status?		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		Yes No
In a two-parent household, are either of the two parents working? (Note: This does not apply to caretakers). If yes , how many hours a week: _____		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		Yes No
If Yes , what is the total amount of all the resources/property? \$ _____		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

CalWORKs 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] []

A. PROVIDER CERTIFICATION			
As an authorized employee of the treatment service provider agency named above, I certify that the individual named below is receiving CalWORKs Specialized Supportive Services (DOMESTIC VIOLENCE, SUBSTANCE ABUSE, OR MENTAL HEALTH) to help him/her overcome a barrier to employment. I understand that payment to contracted service provider is contingent on the CalWORKs participant maintaining eligibility to CalWORKs 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 CalWORKs. 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. PARTICIPANT IDENTIFICATION			
Name (First/Last):		CalWORKs Case No.:	
Social Security No. :	Date of Birth:	Primary Language:	Telephone No.: (Confidential for DV) ()
C. TYPE OF TREATMENT SERVICES (Complete as applicable) <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential			
I. <input type="checkbox"/> MENTAL HEALTH OR <input type="checkbox"/> SUBSTANCE ABUSE			
<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.			
Note: *MH/SA participants may participate less than 32/35-hours-per-week with Good Cause for a 90-day period.			
II. <input type="checkbox"/> DOMESTIC VIOLENCE CASE MANAGEMENT <input type="checkbox"/> DV FAMILY LAW <input type="checkbox"/> DV IMMIGRATION LAW (<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.			
Note: Participant shall be granted a DV waiver from the mandatory WtW Program rules with a clock stopper/extender. Please issue/review the CW 2199, CalWORKs/Welfare-To-Work Domestic Violence Waiver Request.			
D. OTHER SUPPORTIVE SERVICE NEEDS (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: _____			
E. OTHER Court ordered treatment services : <input type="checkbox"/> DV Counseling <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Mental Health			
F. PARTICIPANT AUTHORIZATION (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 CalWORKs /GAIN case status and/or continuing eligibility to receive CalWORKs 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:
G. COUNTY ACTION: <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED DATE:			

PA 1923 (Rev. 04/12/10)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

CalWORKs SPECIALIZED SUPPORTIVE SERVICES RESULTS

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

Attention: _____
GSW/CCM/RCM Name/Number

[Fax No.: _____] [_____]

A - Completed by GSW/CCM/RCM

Participant Name:		CalWORKs Case No.:		
Residence Address (Do not use for DV if confidential address requested):		Mailing Address: (DV only)		
Primary Language:	Birth Date:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Is there an existing exemption? <input type="checkbox"/> Y <input type="checkbox"/> N	Telephone No. (Confidential for DV) ()

B - Completed by Service Provider (Complete as applicable and return to the GSW/CCM/RCM within 5 workdays from the appointment date)

I. TYPE OF SERVICE <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> SUBSTANCE USE DISORDER <input type="checkbox"/> MENTAL HEALTH <input type="checkbox"/> DOMESTIC VIOLENCE CASE MANAGEMENT <input type="checkbox"/> DV FAMILY LAW <input type="checkbox"/> DV IMMIGRATION LAW <input type="checkbox"/> VAWA <input type="checkbox"/> U VISA 1. <input type="checkbox"/> Participant <i>failed</i> to appear for treatment services. Reschedule an appointment on: ___/___/___ 2. <input type="checkbox"/> Participant <i>began</i> treatment services on: ___/___/___ for ___ hours per week. Expected duration ___ months. 3. <input type="checkbox"/> Participant is able to participate in <i>another</i> Welfare-to-Work (WtW) activity in addition to treatment services for ___ hours per week. Note: MH/SUD participants may participate less than 32/35 hours-per-week with Good Cause for a 90-day period. DV participants shall be granted a waiver of CalWORKs/WtW requirements with a clock stopper/extender. Please issue/review the CW 2199-LA, CalWORKs/Welfare-to-Work Domestic Violence Waiver Request.				
II. <input type="checkbox"/> DOMESTIC VIOLENCE ASSESSMENT 1. <input type="checkbox"/> Participant <i>failed</i> to appear for Assessment appointment. Rescheduled Assessment appointment on: ___/___/___ 2. <input type="checkbox"/> Participant's DV situation impairs his/her ability to participate in WtW, he/she shall be granted DV <i>good cause</i> for not participating in WtW. 3. <input type="checkbox"/> Participant began receiving DV services (complete Section B.I accordingly). 4. <input type="checkbox"/> Participant <i>declined</i> DV services at this time, however, is <i>able</i> to participate in WtW activities.				
III. OTHER SUPPORTIVE SERVICES NEEDS 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:				
IV. OTHER – Court ordered treatment services: <input type="checkbox"/> DV Counseling <input type="checkbox"/> Substance Use Disorder <input type="checkbox"/> Mental Health				
V. Name of Person Completing this form: (Print Name)		Title:	Telephone No.: ()	Date:

C - Completed by GAIN Participant: (Complete as applicable)

I authorize the Department of Public Social Services and the above service provider to verify information regarding the status of my CalWORKs, GAIN case and/or continuing eligibility to receive CalWORKs Specialized Supportive Services. <input type="checkbox"/> I am aware that my Mental Health or Substance Use Disorder treatment will be incorporated in my CalWORKs Welfare-to-Work plan, and my Domestic Violence services may be incorporated now, or eventually, in a CalWORKs Welfare-to-Work plan. <i>The determination will be made by my GAIN Services Worker/Contracted Case Manager/REP Case Manager in consultation with the service provider.</i>	
Participant's Signature:	Date:

County of Los Angeles

Department of Public Social Services

NOTIFICATION OF CHANGE FROM SPECIALIZED SUPPORTIVE SERVICES PROVIDER

TO:	GSW/CCM/RCM:	File Number:	GAIN Regional/REP Office:
	Address:		
FROM:	Treatment Services Provider:		
	Address:		
	Provider Staff Person:	Telephone Number:	Date:
PARTICIPANT INFORMATION			
Participant Name:		Case Number:	GAIN Activity:
SECTION A – PARTICIPANT ABILITY TO PARTICIPATE IN WtW ACTIVITIES/EMPLOYMENT			
<input type="checkbox"/> Number of participation hours per week has increased to _____ hrs per week.			
<input type="checkbox"/> Number of participation hours per week has decreased to _____ hrs per week.			
SECTION B – CONCURRENT PARTICIPATION IN OTHER WtW ACTIVITIES/EMPLOYMENT			
<input type="checkbox"/> Participant is now able to participate in other WtW activities in addition to treatment services for _____ hrs per week.			
<input type="checkbox"/> 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: <input type="checkbox"/> Child Care <input type="checkbox"/> Transportation			
<input type="checkbox"/> Work Related/Ancillary Expenses. Explain: _____			
SECTION D - COMMENTS			

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)

I. TYPE OF SERVICE			
<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 checked="" type="checkbox"/> DV Immigration Law			
II. DUAL DIAGNOSIS (if applicable)		<input type="checkbox"/> MH <input type="checkbox"/> SA	Please check if referral is needed <input type="checkbox"/>
III. PROGRESS (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 ____/____/____.			
IV. CONCURRENT ACTIVITY (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/

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) CHILD99 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.

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	
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)**

PARTICIPANT FAILED TO SHOW FOR APPOINTMENT PARTICIPANT SHOWED FOR APPOINTMENT FURTHER SERVICES ARE NOT REQUIRED TREATMENT BEGAN ON: _____ EXPECTED DURATION: _____ 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
DOMESTIC VIOLENCE SERVICES VERIFICATION**

To: _____ From: _____
GROW SITE: _____
ADDRESS: _____

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

D. DPSS USE ONLY (CHECK ONLY APPLICABLE BOXES)

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



Customer Service Questionnaire

AGENCY: _____ Date: _____

We value your feedback. Please mark the box (✓ or ✗) that best fits your experience at our agency.

OUR SERVICES - How would you rate your experience coming to our agency?

	Excellent	Very Good	Good	Fair	Poor
The service I received was					
The time it took to get the service I needed was					
The office hours and appointment I was given were					
The location of the office where I received services was					

OUR STAFF - How would you rate your experience with our staff?

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The staff was polite during my visit.					
The staff was helpful during my visit.					
The staff was attentive to my needs during my visit.					

OUR COMMUNICATION WITH YOU - How would you rate our communication with you?

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The staff spoke to me in my preferred language.					
The staff answered my questions to my satisfaction.					
When I called the agency, the staff answered the phone promptly.					
The educational material I was given was in my preferred language.					

Did you receive the help you needed? Yes _____ No _____ If No, please explain:

How could our program improve? Please explain:

If you have questions about this survey or want to talk to a representative of the County of Los Angeles, Department of Public Health, Office of Women's Health, Domestic Violence Housing and Support Services Unit, please call us at **(626) 293-2607**.

Mail this form directly to: Department of Public Health, Office of Women's Health
1000 S. Fremont Avenue, Bldg. A-9 East, 5th Floor, Mail Unit #105, Alhambra, CA 91803



Encuesta de Satisfacción al Cliente



AGENCIA: _____

Fecha: _____

Valoramos sus comentarios. Por favor marque la casilla (✓ or ✗) que mejor se adapte a su experiencia en nuestra agencia.

NUESTROS SERVICIOS ¿Cómo calificaría su experiencia en nuestra agencia?

	Excelente	Muy bueno	Bueno	Regular	Mal
El servicio que recibí en la agencia fue					
El tiempo que tomó para obtener el servicio que necesitaba fueron					
El horario de oficina y la cita que me dieron fue					
La ubicación de la oficina donde recibí servicios fue					

NUESTRO PERSONAL - ¿Cómo calificaría su experiencia con nuestro personal?

	Muy de acuerdo	De acuerdo	Neutral	En des acuerdo	Muy en desacuerdo
El personal que me asistió fue cortés durante mi visita.					
El personal que me asistió fue servicial durante mi visita.					
El personal que me asistió fue atento a mis necesidades durante mi visita.					

NUESTRA COMUNICACION CON USTED - ¿Cómo calificaría nuestra comunicación con usted?

	Muy de acuerdo	De acuerdo	Neutral	En des acuerdo	Muy en desacuerdo
El personal me habló en mi idioma preferido.					
El personal respondió a mis preguntas a mi satisfacción.					
Cuando llamé a la agencia, el personal contestó el teléfono de inmediato.					
El material educativo que me dieron estaba en mi idioma preferido.					

¿Siente que recibió la ayuda que necesitaba? Si _____ No _____ si su respuesta es No, por favor explíquenos porque: _____

¿Cree que nuestro programa puede ser mejorado? Si _____ No _____ si su respuesta es Si, por favor explíquenos como: _____

Si usted tiene alguna pregunta sobre esta encuesta o quiere comunicarse directamente con un representante del Condado de Los Angeles, Departamento de Salud Pública, Oficina de Salud para Mujeres, por favor llámenos al **(626) 293-2607**.

Envíe esta forma directamente por correo a: Department of Public Health, Office of Women's Health
1000 S. Fremont Avenue, Bldg. A-9, 5th Floor, Mail Unit #105, Alhambra, CA 91803

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.

DOMESTIC VIOLENCE PROGRESS REPORT (Completed by the Service Provider)

The participant is progressing satisfactorily in his/her current assignment.

The participant is **NOT** 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

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Contractor Project Director Signature Date

DPSS EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Contract Administrator Date

DPSS ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

DPH Representative Signature and Date

Contractor Representative Signature and Date

DVSS MONTHLY MANAGEMENT REPORT (MMR) - CASE MANAGEMENT

CONTRACTOR:		CONTRACT #:		SUPERVISORIAL DISTRICT:	
NAME OF STAFF COMPLETING REPORT:		DPSS PROGRAM:		SUBMISSION DATE:	
I. PARTICIPANTS					
1. Number of New Participants (never been served)					0
2. Number of Continuing Participants <u>NOT</u> reported in previous months					0
Participants not reported in previous months:	0	0	0	0	0
3. Number of Continuing Participants (reported in previous months)					0
Total Participants served (per month):	0	0	0	0	0
II. PARTICIPANT DEMOGRAPHICS - ONLY PROVIDE PARTICIPANT DEMOGRAPHICS FOR SECTION I. PARTICIPANT 1. & 2.					
A. PARTICIPANT GENDER					
1. Female					0
2. Male					0
3. Transgender (Male to Female)					0
4. Transgender (Female to Male)					0
5. Other:					0
6. Declined to State					0
Total Participants by gender:	0	0	0	0	0
B. PARTICIPANT AGE					
1. ages 0-9					0
2. ages 10-17					0
3. ages 18-24					0
4. ages 25-44					0
5. ages 44-64					0
6. ages 65+					0
Total Participants by age range:	0	0	0	0	0
C. PARTICIPANT SEXUAL ORIENTATION					

1. Heterosexual														0
2. Bisexual														0
3. Lesbian														0
4. Gay														0
5. Other														0
6. Unknown														0
7. Declined to State														0
Total Participants by sexual orientation:	0													
D. PARTICIPANT RELATIONSHIP STATUS														
1. Single														0
2. Married														0
3. Divorced														0
4. Separated														0
5. Domestic Partnership														0
6. Declined to State														0
Total Participants by relationship status:	0													
E. ESTIMATED ANNUAL INCOME OF PARTICIPANT														
1. \$0-\$24,999														0
2. \$25,000-\$49,999														0
3. \$50,000 and above														0
4. Unknown														0
Total Participants by income:	0													
F. SELF-IDENTIFIED DISABILITY OF PARTICIPANT														
1. No Disability														0
2. Physical														0
3. Mental/Emotional														0
4. Vision														0
5. Hearing														0
6. Other:														0
Total Participants by disability:	0													

G. SELF-IDENTIFIED RACE/ETHNICITY OF PARTICIPANT													
1. White													0
2. Black/African American													0
3. American Indian and Alaska Native													0
4. <i>Asian (subcategories below)</i>	Subcategories below: Enter the participants served by ethnic breakdown below												
a. Asian Indian													0
b. Cambodian													0
c. Chinese													0
d. Filipino													0
e. Japanese													0
f. Korean													0
g. Thai													0
h. Vietnamese													0
i. Asian - Other													0
Total Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
5. <i>Native Hawai'ian/Pacific Islander</i>	Subcategories below: Enter the participants served by ethnic breakdown below												
a. Pacific Islander													0
b. Native Hawai'ian													0
c. Samoan													0
d. Other													0
Total Native Hawai'ian/Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
6. <i>Hispanic or Latina/o/Latinx</i>	Subcategories below: Enter the participants served by ethnic breakdown below												
a. Latino - Central-American													0
b. Latino - Mexican-American													0
c. Latino - Other													0
Total Hispanic or Latina/o/Latinx	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Mixed Race - Mixed Heritage													0
Total Participants by race/ethnicity:	0	0	0	0	0	0	0	0	0	0	0	0	0
H. PRIMARY LANGUAGE OF PARTICIPANT													
1. English													0
2. Spanish													0
3. American Sign Language													0
4. Arabic													0
5. Armenian													0
6. Chinese - Cantonese													0

7. Chinese - Mandarin														0
8. Farsi														0
9. Khmer (Cambodian)														0
10. Korean														0
11. Russian														0
12. Tagalog														0
13. Vietnamese														0
14. Other:														0
Total Participants by Language:	0													
III. SELECTED SERVICES														
A. Number of Participants identified in need of legal services														0
B. Number of Participants referred to DVSS Legal Services														0
C. Number of Participants referred to mental health services														0
D. Number of Participants referred to substance use disorder (SUD) treatment														0
E. Number of Participants referred to housing services														0
F. Number of Individuals reached through outreach activities														0

SAMPLE

DVSS MONTHLY MANAGEMENT REPORT (MMR) - LEGAL SERVICES

CONTRACTOR:					CONTRACT #:					SUPERVISORIAL DISTRICT:								
NAME OF STAFF COMPLETING REPORT:					DPSS PROGRAM:				SUBMISSION DATE:									
I. PARTICIPANTS					July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD	
1. Number of New Participants never been served.																	0	
2. Number of Continuing Participants <u>NOT</u> reported in previous months																	0	
Total Participants not previously reported:					0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Number of Continuing Participants reported in previous months. (<i>Do not provide demographics for these participants.</i>)																	0	
Participants served:					0	0	0	0	0	0	0	0	0	0	0	0	0	
II. PARTICIPANT DEMOGRAPHICS - ONLY PROVIDE PARTICIPANT DEMOGRAPHICS FOR PARTICIPANTS IN SECTION I. PARTICIPANTS 1. AND 2.																		
A. PARTICIPANT GENDER																		
1. Female																	0	
2. Male																	0	
3. Transgender (Male to Female)																	0	
4. Transgender (Female to Male)																	0	
5. Other:																	0	
6. Declined to State																	0	
Total Participants by gender:					0	0	0	0	0	0	0	0	0	0	0	0	0	
B. PARTICIPANT AGE																		
1. ages 0-9																		0
2. ages 10-17																	0	
3. ages 18-24																	0	
4. ages 25-44																	0	
5. ages 44-64																	0	
6. ages 65+																	0	

Total Participants by age range:		0	0	0	0	0	0	0	0	0	0	0	0
C. PARTICIPANT SEXUAL ORIENTATION													
1.	Heterosexual												0
2.	Bisexual												0
3.	Lesbian												0
4.	Gay												0
5.	Other												0
6.	Unknown												0
7.	Declined to State												0
Total Participants by sexual orientation:		0	0	0	0	0	0	0	0	0	0	0	0
D. PARTICIPANT RELATIONSHIP STATUS													
1.	Single												0
2.	Married												0
3.	Divorced												0
4.	Separated												0
5.	Domestic Partnership												0
Total Participants by relationship status:		0	0	0	0	0	0	0	0	0	0	0	0
E. ESTIMATED ANNUAL INCOME OF PARTICIPANT													
1.	\$0-\$24,999												0
2.	\$25,000-\$49,999												0
3.	\$50,000 and above												0
4.	Unknown												0
Total Participants by income:		0	0	0	0	0	0	0	0	0	0	0	0
F. SELF-IDENTIFIED DISABILITY OF PARTICIPANT													
1.	No Disability												0
2.	Physical												0
3.	Mental/Emotional												0
4.	Vision												0
5.	Hearing												0
6.	Other:												0

Total Participants by disability:	0	0	0	0	0	0	0	0	0	0	0	0	0
G. SELF-IDENTIFIED RACE/ETHNICITY OF PARTICIPANT													
1. White													0
2. Black/African American													0
3. American Indian and Alaska Native													0
4. <i>Asian (subcategories below)</i>	Subcategories below: Enter the participants served by Asian ethnic breakdown below												
a. Asian Indian													0
b. Cambodian													0
c. Chinese													0
d. Filipino													0
e. Japanese													0
f. Korean													0
g. Thai													0
h. Vietnamese													0
i. Asian - Other													0
Total Asian	0	0	0	0	0	0	0	0	0	0	0	0	0
5. <i>Native Hawai'ian/Pacific Islander</i>	Subcategories below: Enter the participants served by Native Hawai'an Pacific Islander ethnic breakdown below												
a. Pacific Islander													0
b. Native Hawai'ian													0
c. Samoan													0
d. Other													0
Total Native Hawai'ian/Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
6. <i>Hispanic or Latina/o/Latinx</i>	Subcategories below: Enter the participants served by Hispanic/Latina/o/Latinix ethnic breakdown below												
a. Latino - Central-American													0
b. Latino - Mexican-American													0
c. Latino - Other													0
Total Hispanic or Latina/o/Latinx	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Mixed Race - Mixed Heritage													0
Total Participants by race/ethnicity:	0	0	0	0	0	0	0	0	0	0	0	0	0
H. PRIMARY LANGUAGE OF PARTICIPANT													
1. English													0
2. Spanish													0
3. American Sign Language													0
4. Arabic													0
5. Armenian													0
6. Chinese - Cantonese													0

7.	Chinese - Mandarin													0
8.	Farsi													0
9.	Khmer (Cambodian)													0
10.	Korean													0
11.	Russian													0
12.	Tagalog													0
13.	Vietnamese													0
14.	Other:													0
Total Participants by Language:		0												
III. SELECTED SERVICES														
A.	Number of Participants identified in need of benefit access assistance services and advocacy													0
B.	Number of Participants that received benefit access assistance and advocacy													0
C.	Number of Participants referred to DVSS case management services													0
D.	Number of Individuals reached through outreach activities													0

SAMPLE

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CALIFORNIA 91746

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:

<input type="checkbox"/> RACE	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> RELIGION	<input type="checkbox"/> SEX
<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> AGE	<input type="checkbox"/> COLOR
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> 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, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS 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 may not be investigated as a result of my refusal to give my consent for the release of information.

Initial on the line above if you give consent

Initial on the line above if you do not give consent

(SIGNATURE) (DATE)

ADDRESS: _____

TELEPHONE: _____

DOMESTIC VIOLENCE SUPPORTIVE SERVICES

DVSS EVENT SERVICES REPORT

Agency:		Contract #:		Month:	
Staff Name:		Phone:		Year:	

Use this form to report the following event types: Legal Services Outreach, Case Management Outreach, Legal Services Workshop, Case Management Workshop, and GR/GAIN/GROW Job Club Presentation. Submit completed form with your agency's invoice.

#	Event Date	Type of Event	Time duration of Event	Location/Address	# of Attendees
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

SAMPLE

Signature

Date

Rev April 2019

Legal Services – Sample Invoice

DEPARTMENT OF PUBLIC HEALTH OFFICE OF WOMEN'S HEALTH
LEGAL SERVICES INVOICE

ADDRESS: _____

ANNUAL ALLOCATION: _____

Contractor's Authorized Representative's Signature: _____

DATE SUBMITTED: _____

BILLING MONTH/YEAR: _____

Name and Title of Person Completing this Form: _____

MONTHLY EXPENDITURES: \$ _____

Phone Number: _____

Line Item #	Frequency of Client's Title Name	Year of BIRTH	DOB CASE NUMBER	Contract CASE NUMBER	ALP/PROVIDOR DISTRICT	DPH Program	ASSIGNMENT & IDENTITY SERVICE PROVIDED ON THIS PROFESSIONAL	FAMILY LAWYER ATTORNEY	FAMILY LAWYER PROFESSIONAL, per hour	REPRESENTATIVE ORDER BY ATTORNEY PER HOUR	REPRESENTING PROFESSIONAL, per HOUR	MENTOR/COACH BY ATTORNEY PER HOUR	MENTOR/COACH PROFESSIONAL, per hour	MENTOR/COACH BY ATTORNEY PER HOUR	MENTOR/COACH PROFESSIONAL, per hour	MENTOR/COACH BY ATTORNEY PER HOUR	MENTOR/COACH PROFESSIONAL, per hour	OTHER LEGAL PROFESSIONAL, per hour	Other Legal Professional Service (Actual Cost)	TOTAL INVOICE AMOUNT	
							#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	Actual Cost	
1																					
2																					
3																					
4																					
5																					
6																					
7																					
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43																					
44																					
45																					
46																					
47																					
48																					
49																					
50																					
51																					
52																					
Total:							0	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	\$	

CLIENT SERVICES TOTALS FOR THIS SERVICE PERIOD: \$ -
 LEGAL WORKSHOP TOTALS FOR THIS SERVICE PERIOD: \$ -
 INVOICE TOTALS FOR THIS SERVICE PERIOD: \$ -

DPH USE ONLY: APPROVED BY:

 County Contract Administrator Date

 Supervising County Contract Administrator Date

Enter billings for number of workshops in the box below and total cost billed will calculate.

Service Description	Number of Units of Service Provided	Price per session/hour	Total
Legal Services Workshops		\$50	\$0
Total	0		\$0

SD	CaWORKs	GR	GROW	Total	Number of Participants Served			
					CaWORKs	GR	GROW	Total
1	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0
2	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0
3	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0
4	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0
5	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0
	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0

FY 19-20 Form 02 Rev. 7/2019

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CalWORKs Eligibility Worker/GAIN Services Worker Notification
to Service Providers**

[Provider's Name and Address] [CalWORKs District or GAIN Regional Office]

[] []

Date: _____

This is to confirm receipt of form PA 1923, CalWORKs Treatment/Services Verification, and to provide worker information for the participant listed below for whom you are providing services at your facility.

I. PARTICIPANT INFORMATION

Case Name: _____

Participant Name (if different): _____

LEADER Case Number: _____ - _____ and/or

Social Security Number: _____ - _____

The above-named participant has been assigned to a specialized supportive services file. The specialized supportive services worker information is as follows:

II. ELIGIBILITY/GAIN SERVICES WORKER INFORMATION

Eligibility/GAIN Services Worker Name: _____

Worker File Number: _____
Eligibility/GAIN Services Worker (circle one)

Phone Number: (_____) _____

Fax Number: (_____) _____

III. APPOINTMENT INFORMATION

The above-named participant has an appointment on ____ / ____ / ____ to discuss his/her supportive services activity/need at the above location. If he/she is unable to attend, please call me by ____ / ____ / ____ to reschedule.

Please see above for CalWORKs District or GAIN Region location.

Please note that unless previously notified, you should receive this form from both the Specialized Supportive Services Eligibility Worker and the Specialized Supportive Services GAIN Services Worker.

PA 1132 (Rev. 12105)

Contract No. PH-_____



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

DOMESTIC VIOLENCE SUPPORTIVE SERVICES

**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

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DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

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**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

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**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

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70.	Solicitation of Bids or Proposals.....	XX
71.	Staffing and Training/Staff Development.....	XX
72.	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	XX
73.	Termination for Convenience	XX
74.	Termination for Default.....	XX
75.	Termination for Gratuities and/or Improper Consideration	XX
76.	Termination for Insolvency	XX
77.	Termination for Non-Appropriation of Funds	XX
78.	No Intent to Create a Third Party Beneficiary Contract	XX
79.	Time Off for Voting	XX
80.	Unlawful Solicitation	XX
81.	Validity.....	XX
82.	Waiver	XX
83.	Warranty Against Contingent Fees	XX
84.	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	XX
85.	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	XX

STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s) (Domestic Violence Supportive Services Estimated Annual Cost)
- Exhibit D – Contractor’s EEO Certification

**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Domestic Violence Supportive Services Sample Forms

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
DOMESTIC VIOLENCE SUPPORTIVE SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____ 2020,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and _____
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, on (enter date of DA Memo or authorization document), the Board
delegated authority for the County's Director of the Department of Public Health (DPH),
or duly authorized designee (hereafter jointly referred to as "Director") to execute
contracts for (give title of services) to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to
contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise,
and personnel necessary to provide services consistent with the requirements of this
Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described
herein, in consideration of the payments under this Contract and under the terms and
conditions hereafter set forth; and

WHEREAS, County has been allocated funds from the California Work Opportunity and Responsibility to Kids program, Catalog of Federal Domestic Assistance (CFDA) Number 93.558 of which a portion has been designated to this contract.

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide (give title of services) for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

1. APPLICABLE DOCUMENTS:

Exhibits A, C, D, E, F, G, H, and I 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, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s) (Domestic Violence Supportive Services Estimated Annual Cost)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
Exhibit G – Jury Service Program

Unique Exhibits

Exhibit H – Charitable Contributions Certification
Exhibit I – Domestic Violence Supportive Services Forms

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2020 and shall continue in full force and effect through June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Contract

The Contractor shall notify Office of Women's Health when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Office of Women's Health at the address herein provided in Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of July 1, 2020 through June 30, 2021, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. For the period of July 1, 2021 through June 30, 2022, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. For the period of July 1, 2022 through June 30, 2023, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. 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 person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

E. 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

F. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibits C-1, C-2, and C-3 attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) set out in the Budget(s) attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the Budget(s), Contractor shall be reimbursed only for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs. Regardless of the amount

of costs incurred by Contractor, in no event will the County pay or is obligated to pay Contractor more than the fees for the units of service provided up to the Contract maximum obligation.

E. Billings shall be submitted directly to the Department of Public Health, Office of Women's Health, Domestic Violence Housing and Support Services Unit, at DPH-OWHinvoice@ph.lacounty.gov.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts

due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report 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.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of

deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide

written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this Contract.

I. Local Small Business Enterprises – Prompt Payment Program:

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibits C-1, C-2, and C-3 and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibits C-1, C-2, and C-3, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds, and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding up to ten percent (10%) above or

below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibits C-1, C-2, and C-3, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. 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.

B. 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, or agents, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph 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 costs 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 shall be entitled to 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.

C. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

OR

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and contract(s) with its collective

bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: 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 this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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.

A. 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 the 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 ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required 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 dollars (\$50,000), 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 Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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 which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. 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 Provisions herein.

C. Cancellation of or Changes in 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 (10) days in advance of cancellation for non-payment of premium and thirty (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.

D. 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.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. 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.

G. 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 effect such waiver.

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

I. 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 to 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.

J. 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 (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. 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.

M. 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.

N. 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.

13. INSURANCE COVERAGE REQUIREMENTS:

A. 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 the following:

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

B. 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.

C. 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. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. 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.

E. 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 \$3 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.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to

County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its

department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, Contractor shall notify Director within 48 hours in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Contract is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. Contractor shall complete and file such audit

report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs

of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. 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.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations.

18A. 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, Exhibit H, 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)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would

require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its principals being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of

this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, and their subgrantees, inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a or subgrantee.

18E. 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.

18F. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18G. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18H. CHILD/ELDER ABUSE/FRAUD REPORT

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in 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's mandated reporting 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.

B. 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.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in 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's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. 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.

E. 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 unless otherwise restricted by law from disclosing such information.”

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health, Office of Women's Health
Domestic Violence Housing and Support Services Unit
1000 S. Fremont Avenue
Building A-9 East, 5th Floor, Mail Unit #105
Alhambra, California 91803

Attention: Program Director

- (2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue, Unit 101
Building A-9 East, 5th Floor North
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to

review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract or be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. 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 sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

C. 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 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.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, 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.

25. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days' written notice to Contractor. In

the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) 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.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. 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.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. 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.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. 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. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. 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, or agents, 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 shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs 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 limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into 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.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: 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 comply with Exhibit D – Contractor's EEO Certification.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. 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 Exhibit G and incorporated herein by reference into and made a part of this Contract.

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 (5) 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 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. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the 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, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON

HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

34. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor or its employees to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

35. CONFLICT OF INTEREST:

A. 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.

B. 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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. 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. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph 10, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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 the 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at 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.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at 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.

F. 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.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) 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 interest of the County.

H. 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 (5) years; (2) the debarment has been in effect for at least five (5) 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.

I. 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.

38. 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by 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).

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by 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.

The 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 a vendor is responsible for the purposes of a future County contract or extension option.

41. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this

Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

42. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

B. If the 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 the Contractor by cash payment upon demand.

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. 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.

B. 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.

45. DATA ENCRYPTION:

Contractor shall comply with the encryption standards set forth below for

electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 45 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

47. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five (5) working days.

48. 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.

49. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

50. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

51. 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.

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

53. INDEPENDENT CONTRACTOR STATUS:

A. 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.

B. 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.

C. 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.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

54. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any

service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is

not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

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

D. Contractor certifies and agrees that it shall deal with its bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records

as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

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

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

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

58. 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.

59. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

60. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall 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 Internal Revenue Service Notice No. 1015.

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

62. 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.

63. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

64. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S): Neither Contractor shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor under this Agreement. Any response to a solicitation submitted by the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

65. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to 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.

B. 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 a proposal 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.

66. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of

Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the

expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

67. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

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

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

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

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

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

68. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the

provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

69. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

70. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

71. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance

with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance, and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

72. 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 Paragraph 39,

CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 74, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted

promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

74. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails

to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 73, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or

extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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

76. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. 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.

78. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

79. TIME OFF FOR VOTING: The Contractor shall notify its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor shall keep

posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

80. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

81. 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.

82. 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 sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

83. WARRANTY AGAINST CONTINGENT FEES:

A. 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.

B. 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.

84. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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.

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.

85. 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 84, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, 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 ten (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.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

EXHIBIT A.1

CASE MANAGEMENT SERVICES STATEMENT OF WORK

REFER TO APPENDIX A.1 OF THIS RFA

EXHIBIT A.2

LEGAL SERVICES STATEMENT OF WORK

REFER TO APPENDIX A.2 OF THIS RFA

EXHIBIT B
SCOPE(S) OF WORK

INTENTIONALLY OMITTED

**Department of Public Health
Domestic Violence Supportive Services (DVSS)**

Estimated Annual Cost

Contractor: _____

Term: July 1, 2020 through June 30, 2021

Case Management Services				
Supervisory District	CalWORKs	GR	GROW	Case Management Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Legal Services				
Supervisory District	CalWORKs	GR	GROW	Legal Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Total Estimated Maximum Obligation for Domestic Violence Supportive Services for this term	\$
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* Case Management Services and Legal Services Estimated Annual Costs are based on anticipated annual number of DVSS participants.

**Department of Public Health
Domestic Violence Supportive Services (DVSS)**

Estimated Annual Cost

Contractor: _____

Term: July 1, 2021 through June 30, 2022

Case Management Services				
Supervisory District	CalWORKs	GR	GROW	Case Management Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Legal Services				
Supervisory District	CalWORKs	GR	GROW	Legal Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Total Estimated Maximum Obligation for Domestic Violence Supportive Services for this term	\$
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* Case Management Services and Legal Services Estimated Annual Costs are based on anticipated annual number of DVSS participants.

**Department of Public Health
Domestic Violence Supportive Services**

Estimated Annual Cost

Contractor: _____

Term: July 1, 2022 through June 30, 2023

Case Management Services				
Supervisory District	CalWORKs	GR	GROW	Case Management Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Legal Services				
Supervisory District	CalWORKs	GR	GROW	Legal Services Estimated Annual Cost*
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
	\$	\$	\$	\$

Total Estimated Maximum Obligation for Domestic Violence Supportive Services for this term	\$
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* Case Management Services and Legal Services Estimated Annual Costs are based on anticipated annual number of DVSS participants.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, 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, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract 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 contract.

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 contract. 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 contract 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 contract. 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 agreement 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 agreement 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: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

**CONTRACTOR’S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient’s medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

“CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE

ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE.”



OR

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.



OR

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“Business Associate Agreement”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.

1.2 “Business Associate” has the same meaning as the term “business associate” at C.F.R § 160.103. For the convenience of the parties, a “business associate” is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A “business associate” also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement “Business Associate” shall mean Contractor.

1.3 “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.

1.4 “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.

1.5 “De-identification” refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.

1.7 “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 workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, 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 if the

information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, 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).

1.13 Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.

1.14 Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, 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 created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate

of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, 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 Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or

Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,**

PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm

from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the

date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary 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.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 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.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 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.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, 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.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, 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 any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) 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);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) 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.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or

relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure 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.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON

TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate

shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information

other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business

Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 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.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, 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 the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 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 or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 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 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.
- 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

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)

EXHIBIT I
DOMESTIC VIOLENCE SUPPORTIVE SERVICES SAMPLE FORMS

REFER TO APPENDIX B OF THIS RFA

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE SUPPORTIVE
SERVICES – RFA 2020-001**

APPLICATION TRANSMITTAL FORM

Please check box(es) below to indicate which service(s) Applicant is submitting application:

Case Management Services

Legal Services

PROJECT TITLE: Domestic Violence Supportive Services

RFA NUMBER: RFA 2020-001

APPLICANT'S LEGAL NAME: _____

APPLICANT'S ADDRESS: _____
Street Suite

City State Zip Code

APPLICANT'S AUTHORIZED REPRESENTATIVE: Please provide the below information as it relates to Applicant's authorized representative. Applicant's authorized representative must be authorized to sign on behalf of the Applicant, able to make representations for the Applicant during contract negotiations, and able to legally bind the Applicant to any resultant contract.

Authorized Representative: _____

Title: _____

Address: _____
Street Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

APPLICANT'S CONTACT PERSON: Please provide the below information as it relates to Applicant's contact person. Applicant's contact person will serve as the Applicant's main contact with the County for any matters related to this RFA.

Contact Representative: _____

Title: _____

Address: _____
Street Suite

City State Zip Code

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001**

APPLICATION PACKET

Please check box(es) below to indicate which service(s) Applicant is submitting application:

Case Management Services

Legal Services

APPLICANT (Applicant's Legal Full Name):

INSTRUCTIONS TO APPLICANT: Please thoroughly complete this Application Packet form. The Application will be scored on a "Pass" or "Fail" basis. Applicants must meet all of the Applicant's Minimum Mandatory Requirements in order to be considered for a contract award. **Applications that do not meet all of the Minimum Mandatory Requirements shall be deemed unresponsive and shall not be considered for a contract award.**

Check the box to indicate Applicant meets the requirement and the required form/document/information is included in the order requested.

Additionally, Applicant is encouraged to complete the attached optional Applicant Survey Questionnaire, Appendix E (Attachment A).

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
RFA, Section 1.5.1	Domestic Violence Supportive Services		
RFA, Section 1.5.1.1	Applicant is a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)(3) and is submitting a copy of IRS 501(c)(3) Determination Letter, or is a public entity or public agency currently authorized to do business in the State of California.	<input type="checkbox"/>	
RFA, Section 1.5.1.2	Applicant has provided services to survivors of domestic violence for a minimum of one year of the past three years.	<input type="checkbox"/>	
RFA, Section 1.5.1.3	Applicant operates a Walk-in/Drop-in Center that is physically located in the Supervisorial District(s) where Domestic Violence Supportive Services (case management and/or legal services) will be provided, that is open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday.	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
RFA, Section 1.5.1.4	<p>Unresolved Disallowed Cost</p> <p>If Applicant has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant does not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p><input type="checkbox"/> Applicant <u>does not</u> have unresolved disallowed costs as described above.</p> <p><input type="checkbox"/> Applicant <u>has</u> unresolved disallowed costs as described above.</p>		
RFA, Section 1.5.2	For <u>Case Management Services Applicants</u> (if not applicable, check "N/A" and go to Section 1.5.3)	<input type="checkbox"/>	<input type="checkbox"/>
RFA, Section 1.5.2.1	Applicant has provided Case Management services for a minimum of three years of the past five years.	<input type="checkbox"/>	
RFA, Section 1.5.3	For <u>Legal Services Applicants</u> (if not applicable, check "N/A" and go to Section 2.8.1)	<input type="checkbox"/>	<input type="checkbox"/>
RFA, Section 1.5.3.1	Applicant has provided Legal services for a minimum of three years of the past five years.	<input type="checkbox"/>	
RFA, Section 1.5.3.2	Applicant employs, at a minimum, one part-time or full-time staff attorney physically located in Los Angeles County, licensed to practice law in the State of California, to oversee the legal services for domestic violence survivors. This attorney is not an independent contractor, private consultant, nor a volunteer.	<input type="checkbox"/>	
RFA, Section 2.8.1	Application Transmittal Form, Appendix D	<input type="checkbox"/>	
RFA, Section 2.8.2	Application Packet, Appendix E	<input type="checkbox"/>	
RFA, Section 2.8.2.1	Applicant's Qualifications		
RFA, Section 2.8.2.1 1)	Applicant completed, signed, and dated Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information, Exhibit 1 – Required Forms	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
RFA, Section 2.8.2.1 2)	<p>Applicant provided a separate Statement of Experience for each service category, as applicable, with a summary of relevant background information to demonstrate that the vendor meets the Applicant's Minimum Mandatory Requirements, including years of experience with actual dates, as stated in Section 1.5 of this RFA, that did not exceed one page per service category:</p> <ul style="list-style-type: none"> ➤ Case Management Services ➤ Legal Services 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
RFA, Section 2.8.2.1 3)	<p>1. If Non-Profit Organization:</p> <p>Applicant furnished the following documentation with their Application, as applicable:</p> <ul style="list-style-type: none"> a. A copy of a "Certificate of Good Standing" with the state of incorporation/organization OR a copy of a statement on status of the request. b. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers OR a copy of a statement on status of the request. c. A copy of its "IRS 501(c)(3) Determination Letter" which states that Applicant's organization qualifies for tax-exempt status under section 501(c)(3) status of the Internal Revenue Code. <p>2. If Public Entity or Public Agency:</p> <p>The Applicant verified they are a public entity or public agency.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
RFA, Section 2.8.2.2	Required Forms, Appendix F		
	Exhibit 2 – Certification of No Conflict of Interest	<input type="checkbox"/>	
	Exhibit 3 – Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>	
	Exhibit 4 – Applicant's EEO Certification	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
RFA, Section 2.8.2.2 (Continued)	Exhibit 5 – Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>	
	Exhibit 6 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>	
	Exhibit 7 – Charitable Contributions Certification	<input type="checkbox"/>	
	Exhibit 8 – Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/>	
	Exhibit 9 – Zero Tolerance Policy on Human Trafficking Certification	<input type="checkbox"/>	
	Exhibit 10 – Applicant’s Compliance with Encryption Requirements	<input type="checkbox"/>	
	Exhibit 11 – Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/>	
	Exhibit 12 – Acceptance of Terms and Conditions Affirmation	<input type="checkbox"/>	
RFA, Section 2.8.2.3	Service Category and Estimated Cost for Domestic Violence Supportive Services (Appendix G)	<input type="checkbox"/>	
	Part 1 - Applicant checked the service category(ies) they are applying for: <ul style="list-style-type: none"> ➤ Case Management Services ➤ Legal Services 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	Part 2 - Applicant checked the applicable Supervisorial District(s) where services will be provided: <ul style="list-style-type: none"> ➤ Case Management Services ➤ Legal Services 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	Part 3 - Applicant provided a Total Estimated Annual Cost for the provision of DVSS	<input type="checkbox"/>	
RFA, Section 2.8.2.4	Proof of Insurability Applicant provided proof of insurability or a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
RFA, Section 2.8.2.4 (Continued)	Commercial General Liability (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	General Aggregate: \$2 million	<input type="checkbox"/>	
	Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/>	
	Personal and Advertising Injury: \$1 million	<input type="checkbox"/>	
	Each Occurrence: \$1 million	<input type="checkbox"/>	
	Auto Liability (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Auto Liability: \$1 million Liability	<input type="checkbox"/>	
	Workers' Compensation (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Each Accident: \$1 million	<input type="checkbox"/>	
	Sexual Misconduct Liability (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Not less than \$2 million per claim and \$2 million aggregate	<input type="checkbox"/>	
	Professional Liability (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Not less than \$1 million per claim and \$3 million aggregate	<input type="checkbox"/>	

Signature of Authorized Representative of Applicant:

Date:

Print Name:

Title:

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR DOMESTIC VIOLENCE
SUPPORTIVE SERVICES – RFA 2020-001

Applicant Survey Questionnaire
Optional Survey: Your feedback is greatly appreciated.

Applicant Name
(Optional):

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

- | | |
|--|------------------------------|
| ❖ Social Media (e.g., Twitter, Facebook, etc.) | <input type="checkbox"/> Yes |
| ❖ Department of Public Health Workshop | <input type="checkbox"/> Yes |
| ❖ County Applicant Fair | <input type="checkbox"/> Yes |
| ❖ Contracting Opportunity flyer | <input type="checkbox"/> Yes |
| ❖ Email Notification | <input type="checkbox"/> Yes |
| ❖ Website (Department of Public Health Contracts and Grants) | <input type="checkbox"/> Yes |
| ❖ Other Website (<i>Please describe below</i>): | <input type="checkbox"/> Yes |
| ❖ Other (<i>Please describe below</i>): | <input type="checkbox"/> Yes |

Thank you!

APPENDIX F

REQUIRED FORMS

FOR

REQUEST FOR APPLICATIONS (RFA)

APPENDIX F – REQUIRED FORMS

EXHIBITS

- 1 Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information
- 2 Certification of No Conflict of Interest
- 3 Familiarity with the County Lobbyist Ordinance Certification
- 4 Applicant's EEO Certification
- 5 Attestation of Willingness to Consider GAIN/GROW Participants
- 6 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- 7 Charitable Contributions Certification
- 8 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 9 Zero Tolerance Policy on Human Trafficking Certification
- 10 Applicant's Compliance with Encryption Requirements
- 11 Compliance with Fair Chance Employment Hiring Practices Certification
- 12 Acceptance of Terms and Conditions Affirmation

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 1

APPLICANT’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Applicant’s Legal Full Name: _____

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Applicant and to bind the applicant in a Contract.

1. Applicant’s form of business entity:

a. Please check appropriate box:

- Non-profit corporation
Public Entity or Public Agency

State its legal name (as found in your Articles of Incorporation) and State of Incorporation:

Legal Name State Year Incorporated

b. If your firm is non-profit, state the name of the Director or managing partner:

Name(s)

c. Describe your public entity or public agency:

2. Is your firm doing business under one or more DBA’s? Yes No

Name County of Registration Year became DBA

3. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No

If yes, name of parent firm: _____

State of incorporation or registration of parent firm: _____

4. Has your firm done business as other names within the last five (5) years? Yes No

Name Year of Name Change

5. Is your firm involved in any pending acquisition or merger, including the associated company name?

Yes No

Applicant acknowledges and certifies that firm meets and will comply with the Applicant's Minimum Mandatory Requirements as stated in Section 1.5, of this Request for Applications, as listed below.

Check the appropriate boxes:

DOMESTIC VIOLENCE SUPPORTIVE SERVICES

Yes **No** Applicant is a tax-exempt, registered non-profit organization qualified under Internal Revenue Service's Code (IRS) – Section 501(c)(3), or is a public entity or public agency currently authorized to do business in the State of California.

Yes **No** Applicant has provided services to survivors of domestic violence for a minimum of one year of the past three years.

Yes **No** Applicant operates a Walk-in/Drop-in Center that is physically located in the Supervisorial District(s) where Domestic Violence Supportive Services (case management and/or legal services) will be provided, that is open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday.

Provide address(es) of Walk-in/Drop-in Center(s) for Case Management Services, if applicable (check here if not applicable: **N/A**):

Provide address(es) of Walk-in/Drop-in Center for Legal Services, if applicable (check here if not applicable: **N/A**):

Applicant must not have Unresolved Disallowed Costs

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Applicant **does not** have unresolved disallowed costs as explained above.

Applicant **has** unresolved disallowed costs as explained above.

In addition to the Minimum Mandatory Requirements listed above, Applicant meets the following requirements:

CASE MANAGEMENT SERVICES APPLICANTS

N/A Check here if not applicable to this application, and skip this section.

Yes **No** Applicant has provided Case Management services for a minimum of three years of the past five years.

LEGAL SERVICES APPLICANTS

N/A Check here if not applicable to this application, and skip this section.

Yes **No** Applicant has provided Legal services for a minimum of three years of the past five years.

Yes **No** Applicant employs at a minimum, one part-time or full-time staff attorney physically located in Los Angeles County, licensed to practice law in the State of California, to oversee the legal services program for domestic violence survivors. This attorney is not an independent contractor, private consultant, nor a volunteer.

REQUIRED FORMS - EXHIBIT 1

APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/applicant will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this application are made, the application 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.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

APPLICANT NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:		DUNS NUMBER:	
PHONE NUMBER:	E-MAIL:	CAGE NUMBER:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
APPLICANT OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS - EXHIBIT 2
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 applications 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.

Applicant Name

Applicant Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 3
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Applicant 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 Applicant organization have and will comply with it during the application process; and

- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 5
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Applicant 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, Applicant shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Applicants unable to meet this requirement shall not be considered for contract award.

Applicant shall complete all of the following information, sign where indicated below, and return this form with their application.

A. Applicant has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Applicant is willing to provide DPSS with all job openings and job requirements 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 Applicant is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Applicant is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Applicant’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 6

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Applications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Applicants 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 Applicant is given an exemption from the Program.

Form with fields: Company Name, Company Address, City, State, Zip Code, Telephone Number, Solicitation For Domestic Violence Supportive 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...
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.

"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.

Form with fields: Print Name, Title, Signature, Date

REQUIRED FORMS - EXHIBIT 7
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.

Applicant 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 Applicant 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

Applicant 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

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 8

**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 For Domestic Violence Supportive Services		

The Applicant 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 Applicant 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 Applicant 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:

REQUIRED FORMS - EXHIBIT 9

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation for Domestic Violence Supportive Services		

APPLICANT CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicant acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that Applicant or a member of his staff performing work under the proposed Contract will be in compliance. Applicant further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any application, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 10

APPLICANT’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Applicant shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, applicant certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

Documentation
Available

- | | | |
|--|--|--|
| 1) Will County data stored on your workstation(s) be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Will County data stored on your laptop(s) be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Will County data stored on removable media be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Will County data be encrypted when transmitted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Will Applicant maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) Will County data be stored on remote servers*?
*cloud storage, Software-as-a-Service or SaaS | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Applicant Name

Applicant Official Title

Official’s Signature

REQUIRED FORMS - EXHIBIT 11**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation for Domestic Violence Supportive Services		

APPLICANT CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Applicant acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Applicant and staff performing work under the Contract will be in compliance. Applicant further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any application, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 12

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Company Name:

Company Address:

Email Address: _____

Applicant hereby affirms that it understands and agrees that submission of an application in response to this RFA constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFA and any addenda thereto.

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

Authorized Representative:

Signature:	Date:
Print Name:	Title:

**SERVICE CATEGORY(IES) AND ESTIMATED ANNUAL COST
FOR DOMESTIC VIOLENCE SUPPORTIVE SERVICES**

Applicant's Legal Name:	
--------------------------------	--

COMPLETION INSTRUCTIONS: Only One Appendix C must be completed and included with the Application. Please leave blank the information that is not applicable.

Part 1. SERVICE CATEGORIES: Please check service category(ies) Applicant is applying for:

<input type="checkbox"/> Case Management Services	<input type="checkbox"/> Legal Services
---	---

Part 2. SUPERVISORIAL DISTRICT(S) WHERE SERVICE(S) ABOVE WILL BE PROVIDED: Check the applicable Supervisorial District (SD) for each service category on the tables below. Applicant may obtain the applicable SD for each facility where Domestic Violence Supportive Services (DVSS) will be provided at the following website: <http://apps.gis.lacounty.gov/districtlocator/>. Enter the facility's full address and you will be directed to a site that provides the SD number (1st, 2nd, 3rd, 4th, or 5th). Applicant may check more than one SD for each service category if providing services in multiple SDs.

Case Management Services:	<input type="checkbox"/> 1 st SD	<input type="checkbox"/> 2 nd SD	<input type="checkbox"/> 3 rd SD	<input type="checkbox"/> 4 th SD	<input type="checkbox"/> 5 th SD
----------------------------------	---	---	---	---	---

Legal Services:	<input type="checkbox"/> 1 st SD	<input type="checkbox"/> 2 nd SD	<input type="checkbox"/> 3 rd SD	<input type="checkbox"/> 4 th SD	<input type="checkbox"/> 5 th SD
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Part 3. ESTIMATED ANNUAL COST

- Provide the number of estimated DVSS participants per SD and per service category, as applicable, and then provide the Total Number of DVSS Participants per Service Category for all SDs in each category.
- Estimate the Annual Cost for Services per service category, as applicable, by multiplying the Total Number of DVSS participants per service category by the Annual Cost per DVSS Participant for each category. Then provide the Total Estimated Annual Cost by adding up each Estimated Annual Cost for Services.

DVSS SERVICE CATEGORY	ESTIMATED ANNUAL NUMBER OF DVSS PARTICIPANTS PER SUPERVISORIAL DISTRICT					TOTAL NUMBER OF DVSS PARTICIPANTS PER SERVICE CATEGORY	ANNUAL COST PER DVSS PARTICIPANT (as specified o RFA, Section 1.7)	ESTIMATED ANNUAL COST FOR SERVICES
	1 st SD	2 nd SD	3 rd SD	4 th SD	5 th SD			
Case Management Services							\$2,536	\$
Legal Services							\$2,933	\$
Total Estimated Annual Cost for DVSS								\$

REQUEST FOR APPLICATIONS (RFA) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Applicant requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Applicant Name:	Date of Request:
Solicitation Title: Request for Applications for Domestic Violence Supportive Services	Solicitation No.: RFA 2020-001

A **Solicitation Requirements Review** is being requested because the Applicant asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Applicant must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

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 application 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 applicants 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 applicants, address subcontracting and conduct business with our applicants, 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

2.203.010 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

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 whose wages 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 2018 are less than \$54,884 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2019.

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 download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

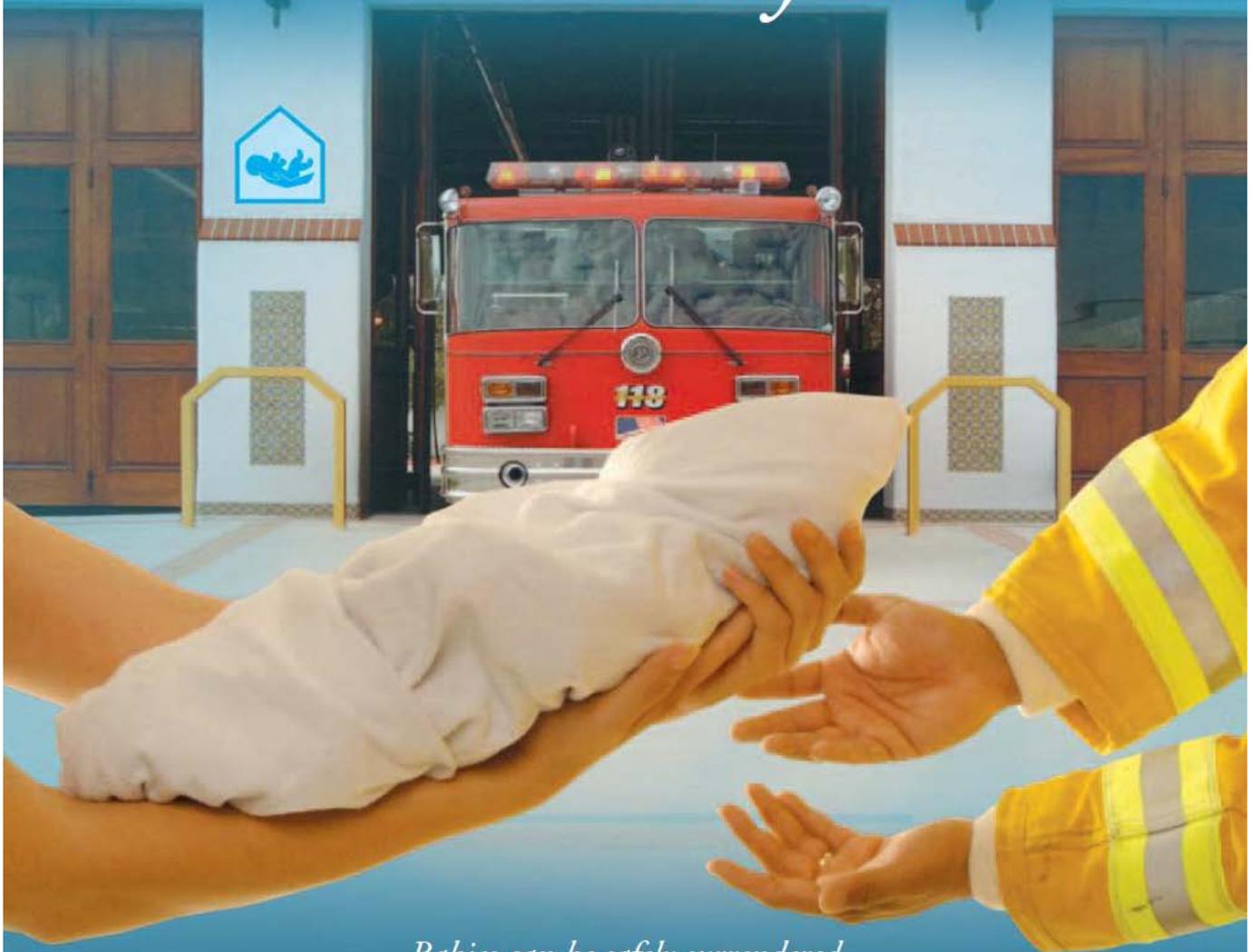
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

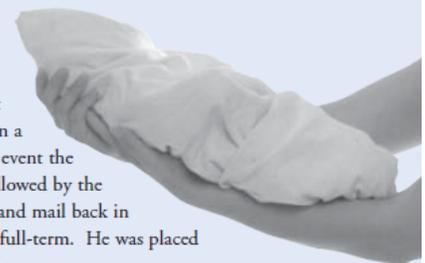
What is the Safely Surrendered Baby Law?

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

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



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

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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, fund-raising 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. An Applicant 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 Applicants who engage in charitable contributions activities. Each Applicant, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

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://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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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.calnonprofits.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 N 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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits an application or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain applications, bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any application to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)