

ORIGINAL

FUNDING AGREEMENT #4781 Domestic Violence Shelter Program

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Live Violence Free, Inc., a nonprofit California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2941 Lake Tahoe Blvd., Suite A, South Lake Tahoe, CA 96150 (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, the California Welfare and Institutions Code Section 18291 defines “domestic violence” as “abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship,”; and

WHEREAS, the California Evidence Code Section 1037.1(b) defines “domestic violence service organization” as an entity that provides shelter, programs, or services to victims of domestic violence and their children, including, but not limited to, either Domestic Violence Shelter-Based programs as described in Section 18294 of the California Welfare and Institutions Code, or other programs, for the purposes of establishing confidential privilege for domestic violence counselors; and

WHEREAS, the County receives funding as the result of California Welfare and Institutions Code Sections 18290 – 18309.8, which establishes the Domestic Violence Shelter-Based Programs Act. The Act designates a portion of marriage license fees as well as domestic violence probation fees into a special fund for domestic violence shelter-based services, with the direction these funds be disbursed to approved Domestic Violence Shelter-based Programs on a yearly or more frequent basis. Funds are to be disbursed using a Request for Qualifications (RFQ) process; and

WHEREAS, County issued a Request for Qualifications No. 20-918-033 to identify Domestic Violence Service Organizations as defined in the Evidence Code, who are capable of performing the services specified in Welfare and Institutions Code Section 18294; and

WHEREAS, As a result of the RFQ process, County received proposals from two qualified Domestic Violence Service Organizations meeting statutory definitions and capable of providing mandated services; and

WHEREAS, the Board of Supervisors awarded the Request for Qualifications No. 20-918-033 to Live Violence Free on March 17, 2020 via Board Item No. 20-0318; and

WHEREAS, revenue collected and interest accrued in the County's Domestic Violence Special Fund varies and shall be distributed equitably, on a quarterly basis, to the qualified Domestic Violence Service Organizations; and

WHEREAS, on an annual basis the Domestic Violence Service Organizations receiving said funding will provide to the Board of Supervisors a certification indicating they continue to meet the statutory definition of a Domestic Violence Service Organization along with required reporting data specified in the California Welfare and Institutions Code Section 18300; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws.

NOW, THEREFORE, County and Grantee mutually agree as follows:

ARTICLE I

Payment and Use of Funds: County agrees to provide funding to Grantee for the operation of a domestic violence services program, consistent with the specifications identified in the California Welfare and Institutions Code (WIC) Sections 18290 -18309.8. Grantee agrees to provide services consistent with said statute. Specifically, Grantee shall:

- A. Operate a domestic violence services program, as defined in Section 18291 to include:
 1. WIC Section 18294 - Grantee shall include in the Domestic Violence Services program the following basic services to victims of domestic violence and their children:
 - a. Shelter on a twenty-four (24) hours a day, seven (7) days a week basis.
 - b. A twenty-four (24) hours a day, seven (7) days a week telephone hotline for crisis calls.
 - c. Temporary housing and food facilities.
 - d. Psychological support and peer counseling provided in accordance with Section 1037.1 of the California Evidence Code.
 - e. Referrals to existing services in the community.
 - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
 - g. Arrangements for school age children to continue their education during their stay at the domestic violence shelter-based center.
 - h. Emergency Transportation as feasible.
 2. WIC Section 18295 – Grantee shall include the following additional services to the extent possible and in conjunction with already existing community services. Contractor shall provide a method for obtaining the following services for victims of domestic violence:
 - a. Medical Care;
 - b. Legal Assistance;
 - c. Psychological support and counseling;

- d. Information regarding other available social services, including re-education, marriage and family counseling, job counseling and training programs, housing referrals and other social services.
3. WIC Section 18296 – Grantee shall work with the social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based program.
4. WIC Section 18297 – Grantee shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community. Volunteers shall be trained and used to maximum capacity in the delivery of services. All staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the California Evidence Code:
 - a. California Evidence Code Section 1037.1(a)(1) defines “Domestic Violence Counselor” as a “person who is employed by a domestic violence victim service organization, as defined in this article, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence who has at least 40 hours of training as specified in paragraph (2)”
 - b. California Evidence Code Section 1037.1(a)(2) indicates, “The 40 hours of training shall be supervised by an individual who qualifies as a counselor under paragraph (1), and who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization. The training shall include, but need not be limited to, the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes toward domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims.”
5. WIC Section 18298 – Grantee shall to the extent feasible employ bilingual staff and attempt to recruit formerly battered persons as staff members, consistent with the provision which states, “Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program’s personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.”
6. Reporting Requirements: Grantee shall prepare an annual report for submission to the County Board of Supervisors by County, as required in statute, consistent with the sample provided in Exhibit “A” attached hereto and incorporated by reference herein.
 - a. The report shall be made available to the public by County upon request, and shall include the following elements:
 - The total number of persons requesting services of the domestic violence shelter-based program.
 - The number of persons served in the domestic violence shelter-based program, by each type of service provided.
 - A description of the social and economic characteristics of persons receiving services by type of service provide.
 - b. Grantee shall utilize the report as a mechanism for annual re-certification, indicating the agency is eligible to continue receiving funding as a part of this program, pursuant to WIC Section 18293 (h), which specifies “The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service

requirements of section 18294. The process shall be expedient and shall include a mechanism for annual recertification.”

7. Client Confidentiality – Grantee shall be responsible for guaranteeing the confidential treatment of all client information and Confidential Information, consistent with Evidence Code Section 1037.2 (a), which defines such communication as “including, but not limited to, written or oral communication, transmitted between the victim and the counselor in the course of their relationship and in confidence by a means which, so far as the victim is aware, discloses information to no third persons other than those who are present to further the interest of the victim in the consultation or to those whom disclosures are reasonably necessary for the transmission of the information or an accomplishment of the purposes for which the domestic violence counselor is consulted. The term includes all information regarding the facts and circumstances involving all incidences of domestic violence, as well as all information about the children or abuser and the relationship of the victim of the abuser.”
8. Inclusivity of Services – Grantee shall have and maintain written policies for ensuring all services are inclusive of all survivors of domestic violence and their children. No person shall be, on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, or disability, excluded from participation in services. Male victims and / or male dependent children may not be excluded from receiving services.
9. Monitoring Provision – Pursuant to WIC Section 18293 (f), County, as the designated local agency responsible for the administration of the Domestic Violence Shelter-Based Program, County is required to monitor each of the domestic violence service organizations providing the services described herein. As such, Grantee shall be required to make available any necessary personnel, facilities, and / or records (while respecting client confidentiality), in order for the County to gather the information required by statute and verify the Domestic Violence Service Organization is meeting the service requirements Grantee agrees to perform as a part of this Agreement, and certifies it is performing as a part of the annual recertification process.

Funding shall be dispersed to the Grantee on a quarterly basis, consistent with the amount of funding available in the Domestic Violence Special Fund. The available funds shall be paid to Grantee as specified herein under Article XI, Notice to Parties.

Consistent with the WIC Section 18307, funding may be used only to finance all, or one, or more, basic services specified in WIC Section 18294, as identified herein, and may be used for direct or indirect costs.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2020 through June 30, 2023.

ARTICLE III

Funding Credit: Grantee agrees to credit the County for all printed or internet materials generated for the Project using these funds during the term of this Agreement by way of affixing the County seal to said materials, unless otherwise requested or agreed upon with the County, as well as indicating funding was made possible by the County through this Agreement. Electronic versions

of print and web-ready County seal will be provided upon request. If grant funding is utilized to fund any non-printed, publicly accessible activities such as events, conferences, or trainings, the Grantee shall verbally acknowledge the event was made possible through County funding available through this Agreement at the event.

ARTICLE IV

Local Sourcing: Grantee shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Reports Required: Consistent with the statutory requirements identified in California Welfare and Institutions Code Section 18300, Grantee shall prepare an annual report for submission to the County Board of Supervisors, consistent with Exhibit "A", attached hereto and incorporated by reference herein. Continued funding throughout the term of this agreement is contingent upon the submission of said report in its entirety, including but not limited to an original signature by the Grantee's Executive Director, attesting to annual recertification and continued compliance with the mandated services identified in Section 18294 of the California Welfare and Institutions Code.

ARTICLE VII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE VIII

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County

business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Community Services Division
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

Notices to Grantee shall be addressed as follows:

Live Violence Free, Inc.
2941 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
ATTN: Executive Director

or to such other location as the Grantee directs.

ARTICLE XII

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIII

Termination of Agreement: This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party. If the Agreement is terminated prior to completion of the Project, Grantee shall return to County all monies received by Grantee from the County under this Agreement within thirty (30) days of demand by County.

ARTICLE XIV

Indemnity: To the fullest extent permitted by law, the Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of the Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.

- D. In the event Grantee is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Grantee agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Grantee under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Grantee: Grantee covenants that Grantee presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

ARTICLE XVIII

Nondiscrimination: In completing the Project, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE XIX

Public Aspect: Grantee agrees to provide a component within Grantee's Project that is open to the general public. For any performance or event resulting from Grantee's acceptance of this grant, a minimum of two (2) complimentary tickets will be made available to the County for the purpose of assessing compliance with the Grant terms and conditions.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXII

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement Michael Ungeheuer, RN MN PHN, Deputy Director, Public Health Division, or successor.

ARTICLE XXIV

Counterpart: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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ARTICLE XXV


Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Michael Ungeheuer, RN MN PHN
Deputy Director, Public Health Division
Health and Human Services Agency

Dated: 04/17/2020

Requesting Department Head Concurrence:

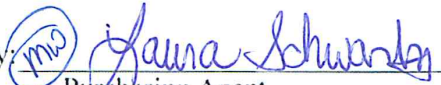
By: 
Donald Semon
Director
Health and Human Services Agency

Dated: 4-20-20

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #4781 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: 4/1/2020

-- GRANTEE --

LIVE VIOLENCE FREE, INC.
A CALIFORNIA NONPROFIT CORPORATION

By:  _____
Debra Dyason, Executive Director
"Grantee"

Dated: 4/28/2020

LKK

**Exhibit A - County of El Dorado
Health and Human Services Agency
Domestic Violence Shelter Based Program**

Instructions:

Please submit one signed copy of this report no later than 15 days after the end of each calendar year (January 15th). You must complete all sections of this report. All information contained herein should be devoid of protected or confidential client information, as this report is subject to review at the request of the public.

Domestic Violence Service Organization Name:			
Business Office Location (City):			
Year for which services are being reported:			
HHSA Contract Number:		Total Funding Received from the County for the Year Reported:	
Report Prepared By:			

The California Welfare and Institutions Code mandates the following services be provided in order to receive funding as a part of the Domestic Violence Shelter Based Program:

- Shelter on a 24 hours a day, seven days a week basis.
- A 24 hours a day, seven days a week telephone hotline for crisis calls.
- Temporary housing and food facilities.
- Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
- Referrals to existing services in the community.
- A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
- Arrangements for school age children to continue their education during their state at the domestic violence shelter-based program.
- Emergency transportation as feasible.

In accordance with Section 18295, to the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based program shall also provide a method of obtaining medical care, legal assistance, psychological support and counseling, and information regarding other available social services.

By signing below, the Executive Director of Domestic Violence Service Organization identified on this report certifies the organization is providing these services and meets the definition of a Domestic Violence Service Organization, as defined in the California Evidence Code, Sections 1037 – 1037.8.

I do hereby certify the above statement is true and correct.

, Executive Director

Date

**Exhibit A - County of El Dorado
Health and Human Services Agency
Domestic Violence Shelter Based Program**

Reporting Data:

As required by Section 18300 of the California Welfare and Institutions Code, Domestic Violence Service Organizations funded through the Domestic Violence Shelter Based Program are to annually report to the Board of Supervisors:

1. The Total Number of persons requesting services of the domestic violence shelter-based program.
2. The number of persons served in the domestic violence shelter-based program, by each type of service provided.
3. A description of the social and economic characteristics of persons receiving services, by type of service provided.

As this report is completed annually, Domestic Violence Service Organizations funded through this program shall report only the data answering the above questions for the year in which they are reporting.

1. Total Number of persons requesting services of the domestic violence shelter-based program:	
2. Number of persons served in the domestic violence shelter-based program, by each type of service provided:	
Shelter on a 24 hour a day, seven days a week basis:	
Telephone hotline crisis calls on a 24 hour a day, seven days a week basis:	
Psychological support and peer counseling:	
Referrals to existing services in the community:	
By way of the drop-in center:	
By way of arrangements made for school age children staying in the shelter:	
Provided with emergency transportation:	
Provided access to Medical Care	
Provided access to Legal Assistance	
Provided access to psychological support and counseling	
Provided information regarding other available social services	
3. Describe the social and economic characteristics of persons receiving services, by type of service provided:	