

**AGREEMENT FOR SERVICES 090-S1511**  
Domestic Violence Shelter-Based Program Services

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**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 non-profit 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 96150, and whose Agent for Service of Process is Aileen Yure, 2941 Lake Tahoe Blvd, South Lake Tahoe, 96150 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide domestic violence shelter-based services; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

**WHEREAS**, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined these are authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** County shall compensate Contractor, and Contractor agrees to provide the services, staffing, facilities, and any equipment and supplies, and reports in accordance with this Agreement. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable State, Federal and County requirements, and which are necessary for the provision of services hereunder.

A. Contractor shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring, and maintaining trained, experienced staff that can provide

skilled services to the diverse population served under this Agreement.

B. Contractor shall provide services to victims of domestic violence as defined in §6211 of the California Family Code as specifically described in Exhibit A titled “Domestic Violence Specifications” attached hereto and incorporated by reference herein, and per the following California Welfare & Institutions Code (WIC) provisions:

1. §18294 – Program Design / Services to Victims: “Such programs shall be designed to provide 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 §1037.1 of the Evidence Code.
  - e. Referrals to existing services in the community.
  - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
  - g. Arrangements for school age children to continue their education during their stay at the domestic violence shelter-based center.
  - h. Emergency transportation as feasible.”
2. §18295 - Additional Services: “In addition to the services required in §18294, to the extent possible, and in conjunction with already existing community services, the centers shall provide a method of obtaining the following services for the victims of domestic violence:
  - a. Medical care.
  - b. Legal assistance.
  - c. Psychological support and counseling.
  - d. Information regarding other available social services, “including re-education, marriage and family counseling, job counseling and training programs, housing referrals and other social services.”
3. §18296 – Cooperation with Other Agencies / Advocacy Capacity: “The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.”
4. §18297 – Community Support and Acceptance / Volunteers: “The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community. Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in §1037.1 of the Evidence Code.”
5. §1037.1 – Evidence Code:  
“§1037.1. (a) (1) As used in this article, "domestic violence counselor" means a person who is employed by a domestic violence victim service organization, as defined in this article, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training as

specified in paragraph (2).

(2) The 40 hours of training shall be supervised by an individual who qualifies as a counselor under paragraph (1), and who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization. The training shall include, but need not be limited to, the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims.”

6. §18298 – Bilingual Personnel / Battered Spouses as Staff Members: “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.”
- C. Reports: Contractor shall collect and provide data as required in WIC §18300 and in a format similar to the sample provided in Exhibit “B” attached hereto and incorporated by reference herein. This Exhibit “B” is for purposes of example only and may be modified to incorporate improvements in design by County Health and Human Services Agency.
1. Monthly: A report reflecting the services provided for the time period of the service month.
  2. Fiscal Year: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement and within thirty (30) days of the termination of this Agreement, Contractor shall submit to Health and Human Services Contract Unit an annual report. The annual report shall include, but not be limited to, the total number of persons requesting services of the Contractor, the number of persons served by the Contractor by each type of service provided, and a description of the social and economic characteristics of persons receiving services by type of service provided, as specified in Exhibit A, attached hereto and incorporated by reference herein, pursuant to WIC §18300.
  3. Contractor shall make additional reports as required by Contract Administrator concerning Contractor’s activities as they affect the services hereunder. Contract Administrator will be specific as to the nature of the information requested and allow thirty (30) days for Contractor to respond.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2014 to June 30, 2017 unless earlier terminated pursuant to the provisions under the Articles titled “Fiscal Considerations” and “Default, Termination and Cancellation” herein.

**ARTICLE III**

**Compensation for Services:**

- A. Funding for this Agreement is derived from various sources and deposited in the County’s “domestic violence shelter-based programs special fund” (DV Fund). Examples of these deposits include, but may not be limited to:
  - 1. Marriage license fees, pursuant to California WIC §18305;
  - 2. Payments received from persons granted probation for crimes against domestic violence victims, as defined by Family Code §6211, pursuant to California Penal Code §1203.097 (a) (5).
- B. Contractor acknowledges that the funds collected and deposited in the DV Special Revenue Fund in the current Fiscal Year, plus any interest accrued, minus the allowable administrative fees pursuant to WIC §18305 (b), shall be disbursed equally between all Domestic Violence Programs approved by the County.
- C. For services provided herein, County agrees to process monthly payment to Contractor within forty-five (45) days following receipt and approval of monthly report utilizing Exhibit B. Contractor warrants that the information provided in and with the report is true and correct and that the information conforms to the requirements of Welfare and Institutions Code §18300.
- D. Reports / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

<b>Mail invoices to:</b>	<b>Mail remittance to:</b>
Health and Human Services Agency Attn: Health Services Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Live Violence Free, Inc. 2941 Lake Tahoe Blvd., Suite A South Lake Tahoe, CA 96150

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation of the County under this Agreement shall not exceed \$65,000 for each fiscal year for all of the stated services during the term of the Agreement. However, at no time shall County be obligated to provide payment to Contractor that exceeds the amount of funds available in the DV Special Revenue Fund designated for Contractor.

**ARTICLE V**

**Client’s Rights:** Contractor shall establish written procedures for informing clients of their rights including the right to file a complaint alleging discrimination, violation of civil rights, or other inappropriate treatment.

**ARTICLE VI**

**Code of Conduct:** Contractor shall establish a written Code of Conduct for employees, volunteers, interns and the Board of Directors which shall include but not be limited to standards related to the use of drugs and/or alcohol; staff relationships with clients/residents; prohibition of

sexual conduct with clients/residents; and prohibition of any potential or perceived conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, volunteers and interns shall agree, in writing, to agree to and maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in Contractor's service facility(ies).

## **ARTICLE VII**

### **Contractor Drug-Free Workplace:**

- A. Contractor shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code §8350 et seq.) and will provide a drug-free work place by taking the following actions:
1. Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, §8355(a).
  2. Establish a drug-free awareness program as required by the Government Code §8355(b) to inform all employees about all of the following:
    - a. The dangers of drug abuse in the work place;
    - b. The person's or organization's policy of maintaining a drug-free work place;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by the Government Code §8355(c), that every employee engaged in the performance of the contract:
    - a. Be given a copy of the Contractor's drug-free policy statement; and
    - b. As a condition of employment, agree to abide by the terms of the statement.
- B. Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Agreement or termination of the Agreement or both, in the sole discretion of the County.

## **ARTICLE VIII**

### **Licenses and Laws:**

- A. Contractor, its officers, agents, employees, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, County, or other applicable governmental agencies. Contractor shall notify Contract Administrator immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination of this Agreement, in the sole discretion of the County.
- B. Contractor shall comply with all applicable governmental laws, regulations and requirements regarding domestic violence as they exist now or may be hereafter amended

or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. Welfare and Institutions Code, Chapter 5 of Part 6 of Division 9, §18290 et seq.
2. Title 9, California Administrative Code §622-630
3. California Evidence Code §1037.1-1037.7

- C. References to Laws and Rules: All references contained in this Agreement and in written instructions or communications of the County Contract Administrator to the California Administrative Code, Welfare and Institutions Code, Health & Safety Code, Penal Code, Family Code, and to other laws, regulations, and policies as they exist at the time, and thereafter as such laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement, are agreed to be binding on both parties of this Agreement.

## **ARTICLE IX**

**Literature:** Any new literature, including educational and promotional materials, distributed by Contractor for purposes directly related to this Agreement shall indicate that Contractor's services are supported by County, State, and Federal funds, as appropriate.

## **ARTICLE X**

**No Unlawful Use Messages:** Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program pursuant to Health and Safety Code §11999. By signing this Agreement, Contractor agrees that it will enforce these requirements.

## **ARTICLE XI**

### **Nondiscrimination in Employment:**

- A. Contractor certifies compliance with California Government Code, §12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. Contractor will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.
- C. Contractor agrees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246. Contractor agrees

- to comply with the provisions of the Rehabilitation Act of 1973 (29 USC 794).
- D. Contractor shall only employ individuals as substance abuse counselors who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. Contractor shall regularly evaluate the performance of its entire treatment staff and implement immediate corrective action if any performance problems are identified. The County may request in writing that the Contractor investigate incidents of suspected poor performance by Contractor treatment staff, and the Contractor shall do so within the timeframes and under the terms contained in the County's written request.
  - E. Contractor shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - F. In the event of non-compliance with §4.11(a) or §4.11(b) or as otherwise provided by State and Federal law, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts involving State or Federal funds.

## **ARTICLE XII**

### **Nondiscrimination in Services, Benefits, and Facilities:**

- A. Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. Contractor shall make its program accessible to persons with disabilities. Contractor shall operate in accordance with State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code §129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, §7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with §11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with §10800.
- B. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: unlawfully denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided with any service or benefit.
- C. Complaint Process: Contractor shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:

1. Complaints may be filed with the Contract Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.
  2. In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the Contract Administrator conduct the investigation.
  3. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.
- D. Accessibility: If the Contractor employs more than 15 staff members, it must:
1. Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses Federal or State accessibility laws or regulations.
  2. Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the Contractor's facility; and 2) receiving and resolving complaints that allege violation of Federal or State accessibility laws or regulations.
  4. Retaliation: Neither Contractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by Federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by Federal or State law.
- E. Notification of Death: Contractor must notify Contract Administrator within forty-eight (48) hours of becoming aware of the death of any person served hereunder.
- F. Smoking Prohibitions: Contractor shall comply with Public Law §103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services that are provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children ("WIC") coupons are redeemed.
- G. Waiver of Default or Breach: Waiver of any default by County shall not be considered a waiver of any subsequent default. Waiver of any breach by County of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by County shall not be considered a modification of the terms of this Agreement.
- H. Attestation Statement: By signing this Agreement, Contractor attests neither Contractor nor any of its employees has been excluded by any State or Federal government from participation in any governmental program.



### **ARTICLE XIII**

#### **Confidentiality and Information Security Provisions:**

##### **A. Confidentiality:**

1. Contractor shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality of domestic violence counselors, including the confidentiality of information provisions in California Evidence Code §1037.1-1037.7.
2. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law.
3. Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

##### **B. Personally Identifying Information:**

1. Personally identifying information shall be defined in accordance with California Civil Code §1798.79.8:
  - a. “Person or entity” means any individual, corporation, partnership, joint venture, or any business entity, or any state or local agency.
  - b. “Personally identifying information” means:
    - i. First and last name or last name only.
    - ii. Home or other physical address, including but not limited to, a street name, or ZIP code other than an address obtained pursuant to the California Safe At Home program or a business mailing address for the victim service provider.
    - iii. Electronic mail address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual’s electronic mail address.
    - iv. Telephone number, other than a business telephone number for the victim service provider.
    - v. Social security number.
    - vi. Date of birth, with the exception of the year of birth.
    - vii. Internet protocol addresses or host name that identifies an individual.
    - viii. Any other information, including, but not limited to, the first and last names of children and relatives, racial or ethnic background, or religious affiliation, that, in combination with any other nonpersonally identifying information, would serve to identify any individual
  - c. “Victim service provider” means a nongovernmental organization or entity that provides shelter, programs, or services at low cost, no cost, or on a sliding scale to victims of domestic violence, dating violence, sexual assault, or stalking, or their children, either directly or through other contractual arrangements, including rape crisis centers, domestic violence shelters, domestic violence transitional housing programs, and other programs with the primary mission to provide services to victims of domestic violence, dating violence, sexual assault,

or stalking, or their children, whether or not that program exists in an agency that provides additional services.

- C. Notification of Privacy or Security Breach of Unauthorized or Unlawful Access, Use or Disclosure: During the term of this Agreement, Contractor shall notify the County immediately upon discovery of any breach of PII and/or data, where the information and/or data is reasonably believed to have been inappropriately or unlawfully accessed, used, or disclosed by unauthorized person. Immediate notification shall be made to Immediate notification shall be made to the County within two (2) business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized access, use, or disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the State Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to "Information Security/Privacy Officer, County of El Dorado, 330 Fair Lane, Placerville, CA 95667."
- D. Failure to comply with these requirements for protecting personally identifying information may result in suspension of payments under the Agreement or termination of the Agreement or both, in the sole discretion of the County.

#### **ARTICLE XIV**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE XV**

**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 XVI**

**Audit by California State Auditor:** Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final

payment or for any longer period required by law.

A. Record Retention:

1. Contractor shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:
  - a. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of five (5) years from the date of termination; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to the County.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
2. In addition to those records described above, Contractor shall keep all statistical data and records required by the Contract Administrator on forms and electronic media approved by County and provided by the Contract Administrator. These records shall be available for inspection as required by the Contract Administrator.
3. Contractor shall include in all subcontracts entered into with third parties in order to facilitate the providing of the Services hereunder, the following clause:

*"(Name of vendor or subcontractor) agrees to maintain and preserve, until five (5) years after termination of Contractor's agreement with the County of El Dorado, pertinent books, documents, papers and records of (name of vendor or subcontractor) related to this (purchase order or subcontract) and to permit the County to have access to, to examine and to audit any of such pertinent records."*

- B. Transfer of Records: In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

C. Inspections and Audits:

1. Contractor's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by County.
2. Contractor shall actively participate and cooperate with County in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide adequate office space to conduct such evaluation or monitoring.
3. Per Welfare and Institutions Code §18299, Contractor shall maintain annual fiscal reports in a form to be prescribed by the County Auditor-Controller.

4. Contractor shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.
5. Within fourteen (14) days after Agency's Board of Directors approves final audit, Contractor shall forward to Contract Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of Contractor's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.
6. Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may choose to terminate this Agreement pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations." or to direct Contractor to immediately implement appropriate corrective actions and submit a plan of corrective action to the County Contract Administrator in writing within fifteen (15) days after receiving notice from County.
7. Contractor will have sixty (60) days to implement a corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be considered cause for termination of this Agreement.

#### **ARTICLE XVII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE XVIII**

**Assignment and Delegation:** County engages Contractor for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. In the event County agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

## **ARTICLE XIX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County of El Dorado is subject to the provisions of Article XVI, §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 XXI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in

default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XXII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor 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 XXIII**

**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  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

LIVE VIOLENCE FREE, INC.  
2941 LAKE TAHOE BLVD., SUITE A  
SOUTH LAKE TAHOE, CA 96150  
ATTN: MILDRED DONAHUE, FINANCE DIRECTOR

Or to such other location as the Contractor directs.

#### **ARTICLE XXIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County, its Officers, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code §2778.

#### **ARTICLE XXV**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any subcontractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of

Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions.
  - 1. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - 2. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

#### **ARTICLE XXVI**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor 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 Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional Contractor, 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. Contractor 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. Contractor 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, Contractor 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 Contractor'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 Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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.
- P. Contractor 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, Contractor 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 the 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 Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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 for

breach pursuant to the provisions contained herein this Agreement under the Article titled “Default, Termination, and Cancellation.”

#### **ARTICLE XXVII**

**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 Contractor 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 they are 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 XXVIII**

**Interest of Contractor:** Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code §1090 et seq. and §87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, “Default, Termination and Cancellation.”

#### **ARTICLE XXX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXXII**

**Taxpayer Identification Number (Form W-9) and County Payee Data Record Form:** All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

#### **ARTICLE XXXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code §5.08.070.

#### **ARTICLE XXXIV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE XXXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

#### **ARTICLE XXXVI**

**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 XXXVII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXVIII**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**ARTICLE XXXIX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XL**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XLI**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

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**ARTICLE XLII**

**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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Shirley White, Alcohol and Drug Program Manager  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton, M.P.A.  
Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #090-S1511 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

- - CONTRACTOR - -

LIVE VIOLENCE FREE, INC.  
A California Corporation

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Mildred Donahue, Finance Director  
"Contractor"

zmm

# EXHIBIT A

## Domestic Violence Specifications

References below are from Welfare and Institutions Code (WIC) Sections 18290-18309.6.

### Per WIC Section 18293(a)

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

### Per WIC Section 18293(d)

Funding shall be given to agencies and organizations whose primary function is to administer domestic violence shelter-based programs.

### Per WIC Section 18293 (g)

Programs that receive funding through this chapter shall, to the extent feasible, provide services to persons with a physical disability who are victims of domestic violence. If the program cannot provide the services, then the program's staff, to the extent feasible, shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.

### Per WIC Section 18293(h)

The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service requirements of Section 18294. The process shall be expedient and shall include a mechanism for annual recertification.

### Per WIC Section 18293(i)

Funding obtained pursuant to this chapter is for the unrestricted use of a recipient domestic violence shelter-based program, and may be used for direct and indirect costs.

### Per WIC Section 18294

Domestic violence shelter-based programs shall provide all of the following basic services to victims of domestic violence and their children:

- (a) Shelter on a 24 hours a day, seven days a week basis.
- (b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
- (c) Temporary housing and food facilities.
- (d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
- (e) Referrals to existing services in the community.
- (f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.

(g) Arrangements for school age children to continue their education during their stay at the domestic violence shelter-based program.

(h) Emergency transportation as feasible.

Per WIC Section 18295

In addition to the services required in Section 18294, to the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based programs shall provide a method of obtaining the following services for the victims of domestic violence:

- (a) Medical care.
- (b) Legal assistance.
- (c) Psychological support and counseling.
- (d) Information regarding other available social services.

Per WIC Section 18296

The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.

Per WIC Section 18297

The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.

Per WIC Section 18298

Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

Per WIC Section 18299

A domestic violence shelter-based program shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).

Per WIC Section 18300

An annual report shall be prepared by each domestic violence shelter-based program for submission to the county board of supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:

- (a) The total number of persons requesting services of the domestic violence shelter-based programs.
- (b) The number of persons served in the domestic violence shelter-based program, by each type of service provided.
- (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.





