COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: July 17, 2012

Submitting Department(s):
Human Resource Agency

BRIEF SUBJECT/ISSUE DESCRIPTION:
Approval of Westside Domestic Violence Services as the
successful vendor in the Request for Proposal process for
CalWORKs Domestic Violence Services.

Contact: Robyn Krause/prepared by Suzi Kochems
Phone: 934-1431

AGENDA PLACEMENT

APPOINTMENT – Appearances by: (Specify Name & Title)

ATTACHMENTS

☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution

LEGAL/PERSONNEL/FISCAL

☐ County Counsel
☐ Personnel
☐ Finance
☐ County Administrative Office

CLERK INSTRUCTIONS

☐ Return Minute Order to Pat Auser
☐ Return Certified Copy Of:

☐ Other:

AFFECTED DEPARTMENT(S)

Required ___ Minutes
☐ Business – No ☑ Consent
☐ Correspondence ☐ Reports & Notices

☐ Receive Concurrence

PUBLIC HEARINGS & COMMITTEE VACANCIES

Public Hearings:
☐ Published
☐ Affidavit on File w/Clerk
☐ Affected Parties Notified

Commissions:
☐ Vacancy Posted
☐ Application Attached

LEGISLATION

☐ State
☐ Federal

Bill#: ______
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to County Interests
☐ Description Attached

FUNDING SOURCE/IMPACT

☐ General Fund Impact
☐ Other: CalWORKs Allocation
☐ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS

☐ New ☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

☐ Date of Original Contract:
☐ Contract No.:
☐ Fiscal Year:

RECOMMENDED ACTION/MOTION:

This request does not require the use of County General Funds.

1. Approve Westside Domestic Violence Services as the successful vendor in the RFP process for professional services.
2. Approve the Professional Services Agreement between the HRA/SSD and Westside Domestic Violence Services for domestic violence services for CalWORKs recipients.
3. Authorize the HRA Director, or designee, to execute the MOU.
4. Authorize the HRA Director, or designee, to modify or amend the MOU contingent upon the review and approval of County Counsel.

Scott Gruendl, Director

Reviewed By (if applicable):

Personnel Director

Department of Finance
EXECUTIVE SUMMARY:

With the fiscal year nearing its end, the HRA released a comprehensive Request for Proposal (RFP) in mid May, 2012, in an effort to procure the services of a vendor who has the capacity to provide domestic violence services to CalWORKs recipients who have been victims of domestic violence.

RECOMMENDATION(S):

1. Approve Westside Domestic Violence Shelter as the successful vendor in the RFP process for professional services.
2. Approve the Professional Services Agreement between the HRA/SSD and Westside Domestic Violence Shelter for domestic violence services for CalWORKs recipients.
3. Authorize the HRA Director, or designee, to execute the Agreement.
4. Authorize the HRA Director, or designee, to modify or amend the Agreement contingent upon the review and approval of County Counsel.

HISTORY AND BACKGROUND:

In May, a Request for Proposal (RFP) was released by the HRA to four (4) parties who had expressed interest in providing such services. Catalyst Domestic Violence Services and Westside Domestic Violence Shelter (WDVS) each submitted a responsive proposal package. After reviewing and comparing each of the two submissions, the review committee (comprised of program and analytical staff from two different divisions, under the direction of the Chief Deputy Director) determined that Westside Domestic Violence Shelter submitted the most responsive proposal package, inclusive of the required documentation (insurance certificate, appropriate number of proposal package copies, thorough and complete proposal package, etc). Westside Domestic Violence Shelter is an in-county vendor and, as such, was scored with a 5 point preference differential on their proposal. Over the past six years, the HRA has released regular RFP's for domestic violence services and, typically, only one Butte County vendor (Catalyst) replied.

The HRA is desirous to expand program capacity within the county - with the goal of developing a full-time domestic violence program presence in Glenn County. Having a newly established in-county vendor provide these services holds the promise of building such capacity.
FISCAL/PERSO NNEL IMPACT(S):

This request does not involve any County General Funds and is 100% budgeted through the CalWORKs allocation.

ANALYSIS/DISCUSSION:

The HRA would like to enter into a contract with Westside Domestic Violence Shelter to provide State mandated domestic violence services to CalWORKs recipients for the next year; with the possibility of extending the contract for two additional one-year terms.

Programmatic and analytical staff will be collecting monthly reports to verify the efficient delivery of services.

The HRA and WDVS will cooperatively identify and seek to apply for other funding that would support the expansion of these services towards the goal of a full-time domestic violence program in Glenn County.
AGREEMENT BETWEEN THE COUNTY OF GLENN, HUMAN RESOURCE AGENCY/SOCIAL SERVICES DIVISION, AND WESTSIDE DOMESTIC VIOLENCE SHELTER

This agreement is entered into by and between the County of Glenn, Human Resource Agency/Social Services Division ("County/HRA") and Westside Domestic Violence Shelter ("Contractor") for the purpose of providing domestic violence services to the Glenn County Human Resource Agency ("HRA").

1. RESPONSIBILITIES OF CONTRACTOR

   During the term of this Agreement, Contractor shall:

   A. As directed by the HRA, provide Staff Training to the HRA two (2) times per year and as regulations change.

   B. Provide education to CalWORKs recipients through participation in the Steps Towards Empowering People (S.T.E.P.) class.

   C. Participate in the CalWORKs staff meetings (once per month) to provide outreach and education for the purposes of encouraging the reporting of domestic violence and to assist in the prevention of further domestic violence.

   D. Provide direct counseling and case management services to CalWORKs participants who are also victims of domestic violence.

   E. Assist in and attend the Glenn County Domestic Violence Council.

   F. Provide a minimum of 20 hours of "combined" service per week. Combined hours shall include hours for A-E above. Counseling services may be provided at the WDVS, but shall also include a minimum of four (4) hours "on-site" at both the Orland and Willows HRA offices for a combined total of eight (8) on-site hours each week. Combined hours shall be documented utilizing Exhibit C, and shall be provided to the HRA monthly with the statistical report (as noted in H) below.

   G. Cooperatively identify and apply for other funding and donations that will expand the program capacity within the county with an eye towards the development of a full-time domestic violence program presence in Glenn County.
An Agreement between the County of Glenn and Westside Domestic Violence Shelter


H. Utilizing Exhibit B submit monthly statistical program and service reports by the 15th of the month for the previous month. Narrative reports shall be submitted on a quarterly basis on the 15th of the month following the end of each quarter. Reports shall be submitted electronically to administrativeserviceofficers@hra.co.glenn.ca.us. Failure to provide timely reports may prohibit the County’s ability to enter into contractual agreements with Contractor in the future. Additionally, a final (or year-end) report indicating the total number of CalWORKs clients served throughout the contract term may be requested by the County.

I. Comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto (Exhibit A) and made a part of this Agreement.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this Agreement, County shall:

A. Pay Contractor upon receipt and approval of the invoice(s).

B. Provide a work space for the Case Manager at both HRA sites.

C. Provide domestic violence referrals to Contractor.

D. Participate in the Glenn County Domestic Violence Council.

E. Cooperatively identify and apply for other funding that will expand the program capacity within the county with an eye towards the development of a full-time domestic violence program presence in Glenn County.

3. COMPENSATION

The total amount of this agreement shall not exceed $50,000.00.

4. BILLING AND PAYMENT

A. Contractor shall submit all monthly invoices to the Glenn County Human Resource Agency, P.O. Box 611, Willows, CA 95988, Attention: Teresa Emery, SSD fiscal by the 15th of the month following the previous month. The final invoice for Fiscal Year 2012/13 shall be received no later than June 10, 2013, and shall estimate costs
through June 30th with an invoice of actual costs and a final program report to follow by July 15th.

Failure to provide requested reports on a timely basis may result in delays in payment for services rendered.

B. All billings under this Agreement shall be limited to ten (10) percent for administrative/indirect costs.

C. Prior written approval from County must be obtained for purchases of equipment of $500 or more.

5. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2012, and shall terminate on June 30, 2013. County may, at its discretion, renew or extend this agreement in one-year increments for a maximum of three years.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in
entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County’s Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless Glenn County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with Contractor's performance of this contract or its
failure to comply with any of its obligations contained in the contract, except such loss or
damage caused by the sole negligence or wilful misconduct of the County.
Contractor shall also indemnify County of any adverse determination made by the Internal
Revenue Service or the State Franchise Tax Board against County with respect to
Contractor’s independent Contractor status that would establish a liability for failure to
make social security or income tax withholding.

11. INSURANCE

Contractor agrees to carry insurance coverage in the amounts of at least $1,000,000 per
occurrence for Commercial General Liability and Automobile Liability. Contractor shall
also carry Workers’ Compensation coverage with statutory limits for the jurisdiction within
which the facility is located and $1,000,000 in Employers’ Liability.
Such insurance shall include Glenn County, its elected officials, officers, and employees
as an additional insured, and shall not be reduced or canceled without 30 days written
prior notice delivered to County. Contractor shall provide County with a certificate of
insurance as evidence of insurance protection provided. Insurance certificates provided
by any insurance company or underwriter shall not contain the language “endeavor to”
and “but failure to mail such notice shall impose no obligation or liability of any kind upon
the company” or similar language. Contractor’s insurance coverage shall be primary
noncontributing insurance as relates to any other insurance or self-insurance available to
the County, its officials, employees, agents or volunteers. Any insurance or self insurance
maintained by the County, its officials, employees or volunteers shall be excess of the
Contractor’s insurance and shall not contribute with it.

12. NON-DISCRIMINATION

The Contractor shall not discriminate in employment practices or in the delivery of
services on the basis of race, religious creed, color, national origin, disability, marital
status, political affiliation, sex, age, or sexual orientation of any person. The Contractor
shall comply with Executive order 11246, entitled “Equal Employment Opportunity,” as
amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60). The Contractor agrees to comply with the requirements as listed in the Assurance of Compliance form Exhibit “A”.

13. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

**If to County:**

Glenn County Human Resource Agency  
Scott Gruendl, Director  
P.O. Box 611  
Willows, CA 95988  
(530) 934-6514  
Sgruendl@hra.co.glenn.ca.us

**If to Contractor:**

Westside Domestic Violence Shelter  
Shirley Boracci, Board Chair  
P.O. Box 642  
Orland, CA 95963  
(530) 865-2306  
westsidedvshelter@yahoo.com

Notice shall be deemed to be effective two days after mailing.

14. **AGENCY CONTACTS**

**Program:**  
David Allee, Program Manager  
P.O. Box 611  
Willows, CA 95988  
(530) 934-1532

**Fiscal:**

Bill Krause, Principal Staff Services Analyst  
(530) 934-1445

**Contract:**

Suzi Kochems, ASO  
(530) 934-1499

15. **AVAILABILITY OF FUNDS**

All funding under the Contract is subject to the availability of state or federal funds.

16. **RIGHT TO AUDIT AND MONITOR**

County reserves the right to monitor and/or audit all work performed, as well as to review all records and procedures to assure that the expenditure of funds in conformity with this agreement and applicable Federal and State regulations.
17. **CONFIDENTIALITY/PRIVACY**

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

B. To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If, and when Contractor becomes aware of, or should reasonably have been aware of, a breach of PII, Contractor shall notify County within two (2) business days.

**IN WITNESS WHEREOF,** County and Contractor have executed this agreement on the day and year set forth below.

**WESTSIDE DOMESTIC VIOLENCE SHELTER/CONTRACTOR:**

Shirley Boracci, Board Chair  
Date

**GLENN COUNTY HUMAN RESOURCE AGENCY**  
**APPROVED AS TO CONTENT AND FUND AVAILABILITY:**

Scott Gruendl, Director  
Date

**APPROVED AS TO FORM:**

HUSTON T. CARLYLE, JR., County Counsel  
County of Glenn, California

Contract_WDVS_SSD_18
An Agreement between the County of Glenn and Westside Domestic Violence Shelter

Exhibit A

VENDOR ASSURANCE OF COMPLIANCE WITH
THE GLENN COUNTY
HUMAN RESOURCE AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: WESTSIDE DOMESTIC VIOLENCE SHELTER

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Intercultural Adoption Act of 1998; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date ___________________________ Vendor/Recipient Signature ___________________________

CR50-Vendor Assurance of Compliance (8/13/01)
# Westside Domestic Violence Services

## Exhibit B

### Monthly Services/Hours Report

**Reporting Period:** July-September 2012

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<tr>
<th>Month</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPT</th>
<th>Total</th>
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<td># of CalWorks Recipients</td>
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<tr>
<td># of NON Cal Works Recipients</td>
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### Services Provided

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<th>SEPTEMBER</th>
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<tr>
<td>Information/Refer</td>
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<td>Intervention Services/PHONE</td>
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<td>Met with CalWorks Staff RE: client</td>
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#### TOTAL SERVICES PROVIDED:

| Law Enforcement Referral |      |        |           |       |
| Legal Services Referral |      |        |           |       |
| Housing Referral (or other shelter) |      |        |           |       |
| Counseling Referral |      |        |           |       |
| Medical Referral |      |        |           |       |
| Victim Witness Referral |      |        |           |       |
| Social Service Agency Referral |      |        |           |       |

#### TOTAL # OF REFERRALS:

| attendance |        |           |       |
| # of STEP class presentations |        |           |       |
| Meetings Attended |        |           |       |

#### Total:

| Grand Totals |            |           |       |

**Prepared by:**

**Signature:**

**Date:**