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#### April 20, 2020

#### ADDENDUM NUMBER 3 TO REQUEST FOR APPLICATIONS FOR DOMESTIC VIOLENCE SUPPORTIVE SERVICES – RFA 2020-001

On February 25, 2020, the County of Los Angeles (County) Department of Public Health (DPH) released a Request for Applications (RFA) for Domestic Violence Supportive Services.

As indicated in the RFA, Section 1.8, County Rights and Responsibilities, the County has the right to amend the RFA by written addendum.

This Addendum Number 3 consists of two (2) parts as outlined below:

- PART 1 Modifications and Revisions to RFA
- PART 2 Responses to Applicants' Questions

#### PART 1 – MODIFICATIONS AND REVISIONS TO RFA

Part 1 of this Addendum Number 3 amends the RFA as indicated below (new or revised language is highlighted and deleted language is show in strikethrough for easy reference).

1. RFA, Appendix A.1, Case Management Services Statement of Work, is deleted and replaced in its entirety with Appendix A.1 (Revised), Case Management Services Statement of Work, attached hereto and incorporated herein by reference. Wherever Appendix A.1 is referenced in the RFA shall be deemed amended to read Appendix A.1 (Revised).

- 2. RFA, Appendix A.2, Legal Services Statement of Work, is deleted and replaced in its entirety with Appendix A.2 (Revised), Legal Services Statement of Work, attached hereto and incorporated herein by reference. Wherever Appendix A.2 is referenced in the RFA shall be deemed amended to read Appendix A.2 (Revised).
- 3. RFA, Appendix P.1, Domestic Violence Supportive Services Case Management Services Pricing Schedule, shall be added.
- 4. RFA, Appendix P.2, Domestic Violence Supportive Services Legal Services Pricing Schedule, shall be added.

#### PART 2 – RESPONSES TO APPLICANT'S QUESTIONS

As indicated in RFA, Section 2.0, INSTRUCTIONS TO APPLICANTS, Section 2.6, Applicants' Questions, questions received by the date and time specified in Section 2.4, RFA Timetable, will be compiled with the appropriate answers and issued as an addendum to the RFA and that County reserves the right to group similar questions when providing answers. Part 2 of this Addendum Number 3 provides the responses to the questions received.

#### **GENERAL QUESTIONS:**

- Q1. Should we include proof of the 40 hour DV State mandated training for individual staff members in the RFA submission?
- A1. No. Proof of the 40-hour DV State mandated training for individual staff members is not necessary for the application.
- Q2. How does the County define "designated sensitive position?" The term is used in Sample Contract Section 24 D Background and Security Investigations.
- A2. A sensitive position may include, but is not limited to, contractors who work in a sensitive location within County facilities, with special populations, or those who possess access to medical, criminal, or other sensitive information via electronic or other means.

### Q3. Question: There is no pricing schedule included. Will you be providing one?

A3. Yes. Please see Part 1 – Modification and Revisions to RFA, items 3 and 4, of this Addendum Number 3. Pricing schedules for Case Management Services and Legal Services have been added to the RFA and are attached to this Addendum Number 3.

## Q4. The anticipated contract period is 7/1/2020-6/30/2023. Does DPH anticipate releasing another RFA during that three-year period? Or will this RFA be the only opportunity to access this funding in the next three years?

A4. No. DPH does not anticipate releasing another RFA for the duration of the threeyear contract period.

## Q5. When providing our agency name and address on the RFA, do we write in the location where services are to be provided or the location of our administrative offices? (Appendix D, Page 1, Appendix F, throughout)

- A5. The location of administrative offices is required on all forms that require the applicant's or company's address, except in Appendix F, Exhibit 1, Page 2 of 4, where the address(es) of the Walk-in/Drop-in Centers are requested for each service category.
- Q6. Can a legal services provider incorporate case management into its legal team, allowing all case managers to be covered by attorney client privilege?
- A6. An agency may provide both case management and legal services if the Minimum Mandatory Requirements are met for both service categories. However, each service category has different scopes of work.

#### **SECTION 1.0 GENERAL INFORMATION:**

#### Section 1.1, Purpose

### Q7. If an agency is operating both case management and legal services do they need to submit two separate proposals?

A7. No. Pursuant to RFA Section 1.1, Purpose, Interested and qualified agencies should only submit <u>one</u> complete application, whether they are applying for one or both categories (Case Management Services and/or Legal Services) under this RFA.

#### Q8 and Q9 have been grouped and answer is provided at A8 and A9

- Q8. RE: 1.1.2 (page 1 of the General Information), for clients who are not utilizing case management, do legal services providers have the ability to provide an assessment "to determine if domestic violence prevents the recipient from complying with any of the CalWORKs Welfare to Work (WtW) requirements", as will be allowed for organizations with Case Management contracts.
- Q9. Are legal services providers able to provide an assessment "to determine if domestic violence prevents the recipient from complying with any of the

## CalWORKs Welfare to Work (WtW) requirements"? (1.1.2 page 1 General Information)

A8 and A9.

Yes. Please see Part 1 – Modifications and Revisions to RFA, item 2, of this Addendum Number 3. Pursuant to Appendix A.2 (Revised), Legal Services Statement of Work, Section 2.1, Eligibility Determination, Subsection 2.1.1, Contractor shall determine CalWORKs, GR, and GROW participant's initial and on-going eligibility to the DVSS program by adhering to the procedures outlined throughout this SOW which include completion and submission of DPSS forms and shall maintain documentation in participant's files.

#### Section 1.5, Applicant's Minimum Mandatory Requirements:

Q10 through Q14 have been grouped and answer is provided at A10 through A14

Q10. Section number 1.5 Paragraph number 1.5.1.2 Page number 5

Applicant must have provided services to survivors of domestic violence for a minimum of one year of the past three years.

Do you had to have been in business for one year on the date you summit your application, our organization has been in business for 10 months and at the beginning of the contract our organization will have been in business for one year.

- Q11. Our organization apparently had this contract when it was administered by a different part of the county over 9 and half years ago. We terminated the contract early as we downsized due to the recession. We have not had the contract since then. Are we eligible to apply to this RFA?
- Q12. Under Applicant's Minimum Mandatory Requirement Section 1.5.2 (page 6) Case Management Services. It states Applicant must provide case management services for 3 of the last 5 years. We have provided case management services for all of the past 5 years at our domestic violence shelter to DV victims and only over 1 year at our outreach center to DV victims. Will this meet the criteria?
- Q13. My name is \_\_\_\_\_ and I work with a non profit organization called \_\_\_\_\_ We are dedicated towards women health and domestic violence/sexual assault issues. \_\_\_\_\_ started its operations in 2019.

I have worked with CALWORKS program in my last job for 3 and half years and our lead case manager also has worked with CALWORKS clients in her last job.

\_\_\_\_\_ is interested in applying for CALWORKS project. Please guide us if we are eligible to work on this project.

- Q14. Can an organization that does not have three years of case management experience over the past five years apply for a Case Management contract if staff at the organization have three or more years of case management experience during the past five years?
- A10 through A14.

Pursuant to RFA Section 1.4, Terms and Definitions, Applicant is an agency submitting an application to DPH in response to this RFA. Staff may not be used to meet the minimum requirements of the agency.

Pursuant to RFA Section 1.5, Applicant's Minimum Mandatory Requirements, interested and qualified Applicants are invited to submit an application for DVSS, provided they meet the minimum mandatory requirements by the date on which applications are due. Agencies must have provided services to survivors of domestic violence for a minimum of one year of the past three years, in addition to other minimum mandatory requirements, as of the date the applications are due.

- Q15. What are the required Walk In Center Hours? In the RFA 1.5.1.3 they are listed as 9:00-5:00. In the Appendix A.2 Legal Services Statement of Work 4.52 the hours are listed as 8:00-5:00. In Appendix E the hours are listed as 9:00-5:00.
- A15. Please see Appendix A.2 (Revised), Legal Services Statement of Work, attached to this Addendum Number 3. Section 4.5.2, Walk-In/Drop-In Center has been revised. The Walk-In/Drop-In Center must be open during business hours between <u>9:00 a.m.</u> and 5:00 p.m., Monday through Friday.
- Q16. We have one walk-in center in Sup2 and three confidential shelters in two other districts. We do not have walk-in centers in the districts where we have the shelters. Once a family is admitted to our shelter, our case management services for that family are provided at the shelter for safety reasons (so they don't have to travel to a location accessible to the public, including their abusers). Are case management services provided in the shelters eligible for DVSS services from Sup 2?
- A16. Pursuant to RFA Section 1.5.1, Domestic Violence Supportive Services, Subsection 1.5.1.3, Applicant must operate a Walk-in/Drop-in Center that is physically located in the Supervisorial Districts where DVSS (case management

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and/or legal services) will be provided. This is because DPSS Gain Workers refer participants for DVSS services to locations in SDs where they reside. This means that if a participant resides in SD 5, DPSS will refer them to a DVSS funded site in SD 5.

- Q17. On page 5, in RFA Section 1.5.1.3, under Domestic Violence Supportive Services, it states that applicants must operate "a Walk-in/Drop-in Center that is physically located in the Supervisorial District(s)". Can the County please confirm if there are any licensing or permit requirements one should consider for new proposed sites?
- A17. There are no specific licensing requirements in addition to a license to operate a business in that city where the Walk-in/Drop-in Center is located.

#### Section 1.7, Funding:

#### Q18 and Q19 have been grouped and answer is provided at A18 and A19

Q18. Page 7, Section 1.7 Table B, Estimated Cost per Participant: Is the \$2,536 for Case Management intended to be a case rate that we need to manage service cost within or is this the figure we should use to form our budget for the number of clients we expect to serve?

#### Q19. Section 1.7. Funding

For Case Management Services, the annual cost per participant is going to be \$2,536? Does that mean it will roughly be about \$211.33 per participant per month for this contract?

A18 and A19.

RFA, Section 1.7, Funding, Table B, identifies the annual estimated cost per participant for Case Management services in the amount of \$2,536. Applicants are to use this rate to complete Appendix G to determine the estimated annual cost for services proposed. Funds for Case Management Services will be distributed to each qualified Applicant based on a cost per participant and available funding in each Supervisorial District.

Yes, \$211.33 is an estimated monthly cost per participant for Case Management Services. However, the actual amount that will be reimbursed will be based on the services provided to participants as identified in the pricing schedule. Please see Part 1 – Modification and Revisions to RFA, item 3, of this Addendum Number 3. The pricing schedule for Case Management Services has been added to the RFA and is attached to this Addendum Number 3.

#### Section 1.25, Consideration of GAIN/GROW Participants for Employment

### Q20. What documentation should be provided that can prove that \_\_\_\_\_ has hired past GAIN/Grow participants?

A20. Pursuant to RFA Section 1.25, Consideration of GAIN/GROW Participants for Employment, applicants shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix F – Required Forms, Exhibit 5, as part of their application.

### Section 1.44, Applicant's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices:

- Q21. How are employers supposed to reconcile the law laid out in California Government Code Section 12592, Employment Discrimination: Conviction History as required in the RFA 1.44 and the Background and Security Investigations section in the Sample Contract Section 24 D Background and Security Investigations?
- A21. Government Code section 12592 (b) allows an employer to conduct a background check and the County has a substantial interest in protecting the clients served and data collected and maintained. A background check is required for those designated sensitive positions, including but not limited contractors who work in a sensitive location within County facilities, with special populations, or those who possess access to medical, criminal, or other sensitive information via electronic or other means.

#### SECTION 2.0 INSTRUCTIONS TO APPLICANTS:

#### Section 2.8, Preparation and Format of the Application

#### Q22. Section 2.8. Preparation and Format of the Application

### Is there a specific font style and size that needs to be used? For example, Times New Roman, size 12.

- A22. No. There is no specific font style and size that has to be used for applications under this RFA. The information should only be easy to read.
- Q23. Is it accurate that the following are NOT to be submitted as part of our proposal: List of Current Contracts; List of Terminated Contracts; List of References? (Section 2.8, Preparation and Format, Page 26)
- A23. Yes, that is correct. This solicitation does not require List of Current Contracts, List of Terminated Contracts, nor a List of References.

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Subsection 2.8.2.1, Vendor's Qualifications:

## Q24. Page 27, Section 2.8.2.1 Vendor's Qualifications, Paragraph 2: Is the Applicant Organization Questionnaire be submitted as the first item under Vendor Qualifications, or under Required Forms, or under both areas?

A24. Pursuant to RFA Section 2.8, Preparation and Format of the Application, the first item of the Application Packet is Appendix D, Application Transmittal Form. Then Appendix E, Application Packet, lists the Vendor's Qualifications, and the order in which required forms and other required information/documents must be submitted.

#### Q25 through Q27 have been grouped and answer is provided at A25 through A27

- Q25. Sec. 2.8.2.1 Vendor's Qualifications, Paragraph 2 Statement of Experience (p. 27 of Instructions to Applicants) states that the "SOE for each desired category must not exceed one page." Does this mean that if an applicant is only applying for Legal Services, for example, they only need to submit a one-page (at most) SOE?
- Q26. We would like to verify that the Statement of Experience (SOE) is to be only one (1) page maximum per Service Category. Is this correct? (Section 2.8.2.1, Vendor's Qualifications, Page 27)

#### Q27. Is an SOE required for each service for each SD?

A25 through A27.

Pursuant to RFA Subsection 2.8.2.1, Vendor's Qualifications, Vendor Background and Experience, item 2, applicants must provide a separate Statement of Experience (SOE) for each service category, as applicable, that summarizes relevant background information to demonstrate that the vendor meets the Applicant's Minimum Mandatory Requirements, including years of experience with actual dates.

The SOE for each desired category must not exceed one page.

A separate SOE is not required for each Supervisorial District.

Q28. Regarding detail to include under the SOE vendor's qualifications, one page limit.

Are you looking for overall detail, say Case Management and/or Legal Services?

## Or are you looking for detail on the specific services: assessment, safety plan, service plan, follow up, counseling services, support group services, childcare/youth activity services, etc.?

A28. Per RFA Subsection 2.8.2.1, Vendor's Qualifications, Vendor's Background and Experience, item number 2, Applicants must provide a separate Statement of Experience (SOE) for each service category, as applicable, that includes sufficient detail to demonstrate the ability of the company, agency, or firm to carry out domestic violence supportive services as described in this RFA. The SOE shall include a summary of relevant background information to demonstrate that the vendor meets the Applicant's Minimum Mandatory Requirements, including years of experience with actual dates.

#### Q29 and Q30 have been grouped and answer is provided at A29 and A30

- Q29. On page 27, in RFA section 2.8.2.1 Vendor's Qualifications, it requests that each applicant provide a "separate Statement of Experience for each service category". Can the County please confirm the font, line spacing, and margin requirements for this deliverable?
- Q30. For the one-page SOE, what are the spacing, page margin and font requirements for example, single-spaced, 1 inch margins on all sides, Arial, 12 point? (Section 2.8.2.1, Vendor's Qualifications, Page 27)

A29 and A30.

There is no specific font, font size, line spacing, or margins required for applications under this RFA. The information should only be easy to read.

#### Q31 and Q32 have been grouped and answer is provided at A31 and A32

Q31. Please confirm that, outside of the 1 page Statement of Experience, there is no extensive narrative require for this RFA.

## Q32. Please confirm that, outside of the 1 page Statement of Experience, there is no project narrative required for this RFA, and if so – please identify the section of the RFA regarding a project narrative.

A31 and A32.

That is correct. In addition to the prescribed forms and required attachments, only the one page Statement of Experience per service category is required in each application. No other narrative is required.

#### Subsection, 2.8.2.3, Service Categories and Estimated Annual Cost:

Q33. Sec. 2.8.2.3 Service Categories and Estimated Annual Cost (p. 29 of Instructions to Applicants). This pricing model is a drastic change from the

## current pricing model of paraprofessional and attorney hourly rates. Can you provide the reasoning for changing the pricing model to a *per new participant* basis?

A33. See A18 and A19.

The reason for the change in funding was to make the funding more equitable in accordance to the number of clients being served by the agencies.

## Q34. Our agency is currently operating a domestic violence supportive services program. For this proposal, may we request more funding than what we currently are receiving?

A34. Yes. However, funding is negotiable based on the number of qualified applicants and funding availability per Supervisorial District

#### Q35 and Q36 have been grouped and answer is provided at A35 and A36

- Q35. Please confirm the reimbursement system under this grant. Is the estimated cost of \$2,933 per DVSS participant a cap? Can costs per participant exceed \$2,933 if legal staff's documented hourly services for that participant exceed \$2,933? If there is a cap per participant, if a client has more than one legal case, can both cases be billed under the contract? Will there be a waiver system in place?
- Q36. Please confirm the reimbursement system under this grant.
  Is the estimated cost of \$2,933 per DVSS participant a cap?
  Is the \$2,933 estimated cost per case or per participant?
  May per participant costs exceed \$2,933 if the staff's documented services for that participant exceed \$2,933?
  If there is a cap, will there be a waiver system in place?

#### A35 and A36.

See A18 and A19. In addition, please see Part 1 – Modification and Revisions to RFA, items 3 and 4, of this Addendum Number 3. Pricing Schedules for Case Management Services and Legal Services have been added to the RFA and are attached to this Addendum Number 3.

Q37. Is only one proposal response to be submitted, even for organizations applying in more than one Supervisorial District (SD)? For organizations applying in more than one SD, is a separate proposal submission required? (Section 2.8.2.3, Service Categories and Estimated Annual Cost, Page 29) Addendum Number 3 – RFA 2020-001 April 20, 2020 Page 11 of 17

A37. Pursuant to RFA Section 1.1, Purpose, interested and qualified agencies should only submit <u>one</u> complete application, whether they are applying for one or both categories (Case Management Services and/or Legal Services) under this RFA.

#### SECTION 3.0 APPLICATION REVIEW/SELECTION PROCESS:

#### Section 3.3, Contract Award:

- Q38. Page 33 of RFA, Contract Award. Can you please share the approximate date applicants will be notified that they appear to have the necessary requirements and experience? Will a dollar amount be stated at the same time? I noticed the anticipated contract term begins July 1, 2020.
- A38. Selected vendors will be notified of a contract award upon completion of the application review process. The length of the review process is contingent upon the number of applications received by the due date.

Pursuant to RFA Section 3.1.3, Estimated Annual Costs per Service Category, Appendix G, Service Category(ies) and Estimated Annual Costs for Domestic Violence Supportive Services, will be reviewed based on the service needs and funding availability for each service category and SD(s).

Pursuant to RFA Section 2.8.2.3, Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services, applicants recommended for funding may be required to modify their estimated annual costs for services, justification, and/or scope of work.

#### **APPENDIX A.1 – CASE MANAGEMENT SERVICES STATEMENT OF WORK:**

- Q39. Appendix A.1, Page 11, Counseling Services Section 4.3.1.2: Please define what is meant by unpaid interns. We provide interns with a stipend is this considered paid or unpaid?
- A39. Interns that receive a stipend or any other monetary contribution for their work are considered paid interns.

#### Q40. RFA Appendix A.1, 4.3.2 Support Group Services:

Contractor shall be reimbursed for the length of the group session in total hours, not the number of participants per hour in the group. For instance, if a group is two hours in length, the reimbursement will be for two hours of group time regardless of how many participants attended the group. *Question: Will we be billing a flat rate for each group and not as a service per client? For example, if we have 10 clients in a group, we currently bill for that group service under each client.* 

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- A40. Please see Part 1 Modifications and Revisions to RFA, item 3, of this Addendum Number 3. The pricing schedule for Case Management Services has been added to the RFA and is attached to this Addendum Number 3.
- Q41. RFA Appendix A.1, 10.0 COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data and service outcomes, for services provided. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes. Contractor shall ensure data quality and compliance with all data submission requirements.

Question: Are contractors going to be entering client data into a county database? We need more information about this. We have concerns with confidentiality and the time it would take staff to learn the system and the time it would take to enter the data.

A41. Contractors will enter client service and billing data into the County's data management system once released. The County's system will contain all necessary security, privacy, and confidentiality protocols to keep data safe and secure in the system. The County will hold meetings with Contractors and they will receive full training on the system prior to implementation.

#### APPENDIX A.2 – LEGAL SERVICES STATEMENT OF WORK:

- Q42. Sec. 4.3.3 Immigration Law Services (p. 11 of Appendix A.2) This section seems to describe Benefits Access Assistance Services (the body of text), not Immigration Law Services (the heading). Are immigration law services still included under this Legal Services Statement of Work?
- A42. Yes, Immigration Law Services are to be provided, as applicable, as part of Legal Services under a resulting contract from this RFA. Please see Part 1 – Modification and Revisions to RFA, item 2 of this Addendum Number 3. Appendix A.2, Legal Services Statement of Work, has been revised and replaced with Appendix A.2 (Revised), to describe Immigration Law Services and reflect other changes.
- Q43. Sec. 4.5.2.1 Walk-In/Drop-In Center (p. 16 of Appendix A.2) states that Contractor shall operate a center that must be open between 8am-5pm, Monday through Friday. However, other parts of the RFA, e.g. Sec. 1.5.1.3 (p. 5 of General Information), state that centers must be open between 9am-5pm. Can you clarify which is the correct required business hours?
- A43. Please see Part 1 Modification and Revisions to RFA, item 2 of this Addendum Number 3. The Legal Services Statement of Work has been revised, and is attached to this Addendum Number 3.

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- Q44. In Appendix A.2 Legal Services Statement of Work 4.3.1.2 it state "Contractor shall not bill or be reimbursed for Counseling Services provided by volunteer or unpaid intern." Can the contractor bill for volunteers or unpaid interns who provide legal services under the supervision of a Staff Attorney. We have historically been able to bill for these services.
- A44. Unpaid volunteers and unpaid intern services do not have expenditures thus do not require reimbursement. Contractor cannot bill for services that are unpaid and have no expenditures.
- Q45. In Appendix A.2 Legal Services Statement of Work 7.5 Civil Rights Training it states that volunteers must also attend the Civil Rights Training. In past contracts we have not been required to send volunteers to this training. Why has this requirement been changed? Can volunteers be eliminated from this requirement? Each volunteer works under the direct supervision of a Staff Attorney who has been to the training. We have over 300 volunteers who are busy legal professionals if the requirement stands it will have a severe chilling effect on our ability to utilize volunteers.
- A45. Please see Part 1 Modification and Revisions to RFA, item 2 of this Addendum Number 3. The Legal Services Statement of Work has been revised, and is attached to this Addendum Number 3. Volunteers are not required to attend the Civil Rights Training.
- Q46. In Appendix A.2 Legal Services Statement of Work 9.0 it references a County Data Management System. When will this system be implemented? Will we be able to import data into the system or will we be required to retype our entire participant and service data?
- A46. The County Data System is scheduled to be implemented during the term of this contract agreement. Contractors will be able to import data into the system. Contractors will receive full training on the system prior to implementation.
- Q47. Please confirm that all DPH understands that it is the duty of legal services contractors to follow all the relevant California laws regarding attorney-client confidentiality, attorney-client privilege and attorney work product privilege and that under the law, and will not seek to demand information that would violate these legal duties and privileges. Sample contract 4.1.4.
- A47. Pursuant to Appendix A.2 (Revised), Legal Services Statement of Work, attached to this Addendum Number 3, Section 4.1.4, Legal Services Contractor shall ensure that written documentation requirements are not in conflict with the relevant California State laws regarding Attorney-Client confidentiality and the Attorney-Client and Attorney-Work Product privileges.

#### **APPENDIX B – DOMESTIC VIOLENCE SUPPORTIVE SERVICES SAMPLE FORMS**

#### Q48 and Q49 have been grouped and answer is provided at A48 and A49

- Q48. Appendix B, Exhibit 17a: Case Management Services Sample Invoice What are the fee-for-service rates per service category?
- Q49. In Appendix C Sample Contract 6.D it references fee for service rates. Will the fee for service rates be determined by the County or the Contractor or is it a flat rate per participant of \$2,933 per legal service client?

#### A48 and A49.

See A18 and A19. In addition, please see Part 1 – Modification and Revisions to RFA, items 3 and 4, of this Addendum Number 3. Pricing schedules for Case Management Services and Legal Services have been added to the RFA and are attached to this Addendum Number 3.

#### APPENDIX C – SAMPLE CONTRACT:

Q50. Appendix C, Sample Contract, Section 6.C. Invoices and Payment

It states, "Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference."

What is considered "a reasonable period of time?" Is it 15 days, 30 days, 45 days, 60 days?

- A50. Contractors will be reimbursed within 30 days following receipt of a complete and correct monthly billing.
- Q51. In Appendix C Sample Contract 13D the requirements for Sexual Misconduct Liability are included. Can agencies that only provide legal services be excluded from the requirement to maintain Sexual Misconduct Liability insurance? We have had a great deal of difficulty getting insurance underwriters to write us Sexual Misconduct Liability because we are not a residential program and / or our primary clients are not elderly, disabled or children.
- A51. No. Sexual Misconduct Liability coverage is required. Per RFA, Subsection 2.8.2.4, Proof on Insurability, Applicant must provide proof of insurability that meets all insurance requirements set forth in Appendix C – Sample Contract, Paragraphs 12 and 13. If Applicant does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to

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provide the required coverage should the Applicant be selected to receive a Contract may be submitted with the application.

- Q52. Paragraph 49 Fiscal Disclosure (p. 64 of Sample Contract): This section is new compared to past DVSS contracts. Can you provide the reasoning for including this clause in the new contract and/or consider removing this from final contracts? Requiring contractors, particularly nonprofits, to submit a detailed list of all funding sources and funding changes is unreasonable and heavily burdensome for multiple reasons, including confidentiality of donor information and constant changes in both individual and organizational funding sources.
- A52. Paragraph 49, Fiscal Disclosure, of the Sample Contract is a required County provision and cannot be removed from the Contract.

#### Q53. Where can we find the budget templates?

A53. Please see Exhibits C-1 through C-3 of Appendix C, Sample Contract, Estimated Annual Cost forms for reference. These exhibits are not required for the submission of an application but will be included in the resulting contracts of this RFA. However, Appendix G, Service Category(ies) and Estimated Annual Cost for Domestic Violence Supportive Services is required to be submitted with an application.

#### APPENDIX F – REQUIRED FORMS:

Q54. Appendix F, Exhibit 1 page 2, (page 268 of the RFA in PDF form) one of the checkbox items states:

Applicant operates a Walk-in/Drop-in Center that is physically located in the Supervisorial District(s) where Domestic Violence Supportive Services (case management and/or legal services) will be provided, that is open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday.

If we propose to serve participants from 2 adjacent Supervisorial Districts are we required to have a walk-in center in each district?

A54. Yes. Pursuant to RFA Section 1.5.1, Domestic Violence Supportive Services, Subsection 1.5.1.3, Applicant must operate a Walk-in/Drop-in Center that is physically located in the Supervisorial Districts where DVSS (case management and/or legal services) will be provided. This is because DPSS Gain Workers refer participants for DVSS services to locations in SDs where they reside. This means that if a participant resides in SD 5, DPSS will refer them to a DVSS funded site in SD 5. Addendum Number 3 – RFA 2020-001 April 20, 2020 Page 16 of 17

# Q55. For items listed in the appendix questionnaire, should accompanying documentation be attached after each appendix item? For example, after Appendix 6, Contractor Employee Jury Service, should a copy of the agency's jury service policy be attached?

A55. No. Only provide additional documentation when requested. For example: In Appendix F, Required Forms, Exhibit 7, Charitable Contributions Certification, if Applicant is registered with the California Registry of Charitable Trusts, a copy of its most recent filing with the Registry of Charitable Trusts is required; for the insurance requirements, Applicants must include with their application the Certification of Liability Insurance with all the required insurance and additional endorsement.

#### Q56. Is a CAGE number required? (Appendix F, Page 4, bottom windows)

A56. No. Only provide it if your agency has a CAGE number.

### Q57. In Appendix F, Exhibit A it requests a CAGE#. What is this and where would we find it?

A57. CAGE stands for Commercial And Government Entity, and it is a five-character ID number used extensively within the U.S. federal government, assigned by the Department of Defense's Defense Logistics Agency (DLA). The CAGE code supports a variety of mechanized systems throughout the government and provides a standardized method of identifying a given legal entity at a specific location. Agencies may also use the code for a facility clearance, or a pre-award survey.

### Q58. What documents should be provided to ensure compliance with county encryption requirements?

A58. Please complete Appendix F, Required Forms, Exhibit 10, Applicant's Compliance with Encryption Requirements to provide us with the required information. No additional documents are required to ensure compliance.

Pursuant to RFA, Section 1.8, County Rights and Responsibilities, Addendum Number 3 has been made available on the Department of Public Health Contracts and Grants Division website at <a href="http://publichealth.lacounty.gov/cg/index.htm">http://publichealth.lacounty.gov/cg/index.htm</a> and on the Los Angeles County – Doing Business With Us website at <a href="http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp">http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp</a>.

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Thank you for your interest in contracting with the County of Los Angeles. Except for the revisions contained in Addendum Number 1, Addendum Number 2, and Addendum Number 3 there are no other revisions to this RFA. All terms and conditions of the RFA remain in full force and effect.

#04952

Attachments (4)

Note: New or revised language is highlighted and deleted language is show in strikethrough for easy reference.

#### CASE MANAGEMENT SERVICES STATEMENT OF WORK

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Attachment A – Case Management Services Performance Requirements Summary Chart

#### CASE MANAGEMENT SERVICES STATEMENT OF WORK

#### INTRODUCTION

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

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

DVSS consists of a series of activities designed to provide the necessary support for DV victims to achieve the desired outcome of obtaining unsubsidized employment and move toward self-sufficiency. Contractor is required to deliver coordinated and comprehensive DVSS to participants, and their minor children, that lead them to a safer and more stable environment, while providing the adult with the skills to become employed.

#### 1.0 PROGRAM OVERVIEW

#### 1.1 DOMESTIC VIOLENCE CASE MANAGEMENT SERVICES

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

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

#### 2.0 PARTICIPANT ELIGIBILITY

Services funded under this agreement are available to eligible participants in the CalWORKs, GR and/or GROW programs who are survivors of domestic violence. Participants must reside in Los Angeles County. Participant cannot receive case management services from more than one (1) DVSS Contractor at the same time.

#### 2.1 ELIGIBILITY DETERMINATION

- 2.1.1 Contractor shall determine CalWORKs, GR, and GROW participants' initial and on-going eligibility to the DVSS Program by adhering to the procedures outlined throughout this Statement of Work (SOW) which relate to the completion and submission of Department of Public Social Services (DPSS) forms included in Appendix B, Domestic Violence Supportive Services forms, and shall maintain documentation in participants' files.
- 2.1.2 Contractor shall ensure participant is eligible for the DVSS Program. To qualify for DVSS, each participant shall be a victim of DV by a current/past spouse or intimate partner. For purposes of this SOW, the abuse may be current or have occurred in the past. The eligible population are CalWORKs, GR, and GROW participants. Additional eligible participants include:
  - Refugee Employment Program (REP) referrals for CalWORKs participants;
  - Non-Custodial Parents;
  - Former CalWORKs WtW participants receiving Post-Employment Services (PES); and

Post-Time Limited (PTL) CalWORKs participants.

2.1.3 GR and GROW Participants <u>are not eligible</u> to receive Shelter Bed Night Services provided under this SOW.

#### 2.2 NO CLIENT FEES

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

#### 2.3 NO MANDATORY PARTICIPANT DUTIES

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

#### 2.4 OBTAINING PARTICIPANT'S CASE NUMBER

- 2.4.1 During intake, Contractor shall ask for and obtain from participant his/her CalWORKs or GR/GROW case number. Most participants carry their Electronic Benefits Card (EBT) with them, which includes the participant's case number.
- 2.4.2 Contractor shall obtain the name, DPSS office location, and phone number of the participant's Greater Avenues for Independence (GAIN) Services Worker or GROW Case Manager from the participant. If the participant is only able to provide the name of the GAIN Services Worker/GROW Case Manager and CalWORKs or GR/GROW case number, the other information may be obtained by calling DPSS at (866) 613-1044.

#### 2.5 PARTICIPANTS RESIDING OUTSIDE LOS ANGELES COUNTY

- 2.5.1 If a CalWORKs WtW or GR/GROW participant who resides in another county moves to Los Angeles County, he/she is not eligible for DVSS under this SOW until his/her case has been transferred to a Los Angeles County DPSS office.
- 2.5.2 After participant's case has transferred to a Los Angeles County DPSS office, all eligibility and verification procedures and documentation requirements detailed in this SOW shall apply.

#### 3.0 REFERRALS

#### 3.1 DPSS DIRECT REFERRALS

Contractor will receive participant referrals from DPSS for the provision of domestic violence supportive services. DPSS staff will initiate a call to

the Contractor to schedule an appointment for the participant. Contractor shall coordinate scheduling appointments and shall implement the following steps when receiving participant referrals from DPSS.

- 3.1.1 CalWORKs Participants Directly Referred by DPSS
  - 3.1.1.1 Obtain a copy of CalWORKs Specialized Supportive Services Provider Referral, GN 6006B form (Appendix B, Exhibit 3), from the participant or DPSS GAIN Services Worker/GROW Case Manager.
  - 3.1.1.2 Complete Page 2, Section B of GN 6006B form, and fax or transmit the completed form via County-approved encrypted email to the DPSS GAIN Services Worker/GROW Case Manager within five business days of participant's intake.
  - 3.1.1.3 Retain a copy of the completed GN 6006B form in the participant's case file.
- 3.1.2 <u>GR/GROW Participants Directly Referred by DPSS</u>
  - 3.1.2.1 Obtain a copy of General Relief Domestic Violence Services Referral, ABP 1467 DVS form (Appendix B, Exhibit 9) from the GROW Case Manager via confidential fax or U.S. mail.
  - 3.1.2.2 Complete the ABP 1467 DVS form and fax it or transmit via County-approved encrypted email to the GROW Case Manager within five business days of the participant's intake.
  - 3.1.2.3 Retain a copy of the completed ABP 1467 DVS form in the participant's file.

#### 3.2 REVERSE REFERRALS

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

#### 3.2.1 CalWORKs Participants

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

- 3.2.1.2 Contractor shall complete, submit the CalWORKs Treatment/Services Verification, PA 1923 (Appendix B, Exhibit 2), and retain a copy of the completed PA 1923, as indicated on the form, within 10 business days.
  - 3.2.1.2.1 For noncitizen U-visa or Violence Against Women Act (VAWA) recipients, Contractor shall submit a PA 1923, and retain a copy of the completed PA 1923 as indicated on the form, within 10 business days.
  - 3.2.1.2.2 Additionally, once the U-Visa or VAWA petition has been filed at the United States Citizenship and Immigration Services (USCIS) and the noncitizen's CalWORKs eligibility has been established, Contractor shall submit a revised PA 1923, and retain a copy of the completed PA 1923, within thirty (30) calendar days.
- 3.2.1.3 Contractor shall receive an acceptance/approval or rejection of the PA 1923 submission via the Provider Notification Letter within five business days of submission. If the Contractor does not receive the Notification letter within five business days of faxing or emailing the PA 1923 form, Contractor should contact the Centralized PA 1923 Unit at DPSS for follow-up and resolution. **Contractor shall not re-fax or re-email the form**. If approved, the effective date of eligibility is the date the PA 1923 was signed by the participant or, the effective date of CalWORKs aid for the Assistance Unit.
  - 3.2.1.3.1 Contractor shall **not** send the PA 1923 for persons who have not yet applied for or been approved for CalWORKs.
  - 3.2.1.3.2 Contractor shall **not** send the PA 1923 if the CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3) is received.
- 3.2.1.4 If the Notification letter states that the participant is eligible, Contractor may continue to provide services to participant and request payment pursuant to the Appendix D, Sample Contract, Section 5.0, Contract

Sum/Compensation, Subsection 5.6 Invoices and Payments.

- 3.2.1.5 If the Notification letter states that the participant is ineligible for reason(s) indicated on the Letter, Contractor may continue to provide services to the participant for a period not to exceed 30 calendar days from the date on the Letter, and the PA 1923 form must be received by DPSS within 10 days of initial contact with participant. This applies to instances where the participant is ineligible due to being sanctioned by GAIN or Child Support Enforcement, or timed-off. Contractor shall ensure that participant resolves the issue, reengages in GAIN, and agrees to participate in WtW activities.
- 3.2.1.6 Contractor shall receive the CalWORKs Eligibility Worker/GAIN Services Worker Notification to Service Providers, PA 1132 (Appendix B, Exhibit 18) within 60 days from the date of the accepted Notification letter.
- 3.2.1.7 Contractor shall develop a tracking mechanism for receipt of the PA 1132 forms within 60 days from the date of the accepted Notification letter. If Contractor does not receive the PA 1132 within the indicated time frame, Contractor shall contact the Centralized PA 1923 Unit as indicated in the Notification Letter.

#### 3.2.2 GR and GROW Participants

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

- 3.2.2.1 Within five business days, Contractor shall receive a response to the General Relief Domestic Violence Services Verification Form ABP 127 submission from either the GR Program (unemployables) or GROW Program (employables).
- 3.2.2.2 If a participant is in GROW, Contractor shall receive a General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) to complete and return to the GROW Case Manager within 10 business days of receipt.

#### 4.0 SERVICES TO BE PROVIDED

- 4.1 CASE MANAGEMENT SERVICES INCLUDE THE FOLLOWING SERVICES: assessment, safety plan, service plan, childcare/youth activities, counseling services, support group services, life skills education services/client advocacy, DV education classes, shelter bed night service, language assistance services, court accompaniment and support services (optional), licensed therapy (optional), outreach and referrals.
  - 4.1.1 Contractor shall maintain documentation with the following information to verify that the Case Management Services were provided:
    - <u>Date</u> service was provided
    - <u>Signature and name of individual(s)</u> who provided the service
    - <u>Description of type of case management services</u> provided by case managers
    - <u>"CM"</u> noted for Case Management
    - <u>Time</u> spent providing the service, which must match the time billed on contractor invoice
    - Participant's Information
      - First initial of first name
      - > CalWORKs or GROW Case Number
      - > Year of Birth
      - Participant's Case Number
      - > <u>Other progress</u> and/or barriers to safety and/or changes.
  - **4.1.2** Contractor shall not bill or be reimbursed for Case Management Services provided by a volunteer and/or unpaid intern.

#### 4.2 REQUIRED SERVICES

#### 4.2.1 Intake

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

4.2.1.1 Contractor shall ask every new participant whether he/she is involved in multiple DV services, i.e., receiving services from other DVSS Contractor(s), from other sources, and/or County departments. DVSS shall be coordinated with other agencies to assure that DV families are not subjected to conflicting service goals. Contractor shall inform participant that he/she will not be eligible for DVSS Case Management services until he/she notifies the other DVSS Contractor of the proposed change in service providers and until DPSS receives the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), or the General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).

#### 4.2.2 Assessment

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

#### 4.2.3 Safety Plan

A safety plan is a plan of actions that can help keep participants safer from a perpetrator. As part of safety planning, providers shall discuss safety considerations that participants should be aware of such as safety when attending court, discussions with children, and legal considerations when taking children out of the area. Contractor shall ensure that safety plans are developed for each participant assessed. Contractor shall work with each participant to develop safety plans that meet their specific needs.

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

- Detail plans in case of dangerous situations or changes in the relationship, such as breaking up
- Identify safe friends and safe places
- Identify the essential items to take should one need or decide to leave home

- Include information about local domestic violence resources and legal rights
- Build on what a survivor is already doing to survive

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

#### 4.2.4 Service Plan

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

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

#### 4.2.5 Follow- Up

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

#### 4.2.5.1 CalWORKs

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

#### 4.2.5.2 GROW

At a minimum of once every 90 days from the date services began, GROW Progress Reports must be completed. Contractor shall monitor for receipt of DVS and complete General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12). Contractor shall send via fax or Countyapproved encrypted email the completed ABP 1469 DVS to the GROW Case Manager, within five business days of report.

#### 4.2.5.3 GR Participants

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

#### 4.3 SERVICES PROVIDED BASED ON PARTICIPANT NEED

The Service Plan shall document the participant's need for the below services and the number and duration of such services, regular review, including the tracking of participant's progress.

#### 4.3.1 Counseling Services

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

- 4.3.1.1 Contractor shall maintain documentation with the following information to verify that the Counseling Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service
  - <u>Description of</u> counseling format, (i.e., "group", "individual", "family)
  - <u>"CS"</u> noted for Counseling Service

- <u>Actual time spent providing the service</u>
- Participant's Information
  - First initial of first name
  - > CalWORKs or GROW Case Number
  - > Year of Birth
  - Participant's Case Number
- Other progress and/or barriers to safety and/or changes.
- 4.3.1.2 Contractor shall not bill or be reimbursed for Counseling Services provided by a volunteer and/or unpaid intern.

#### 4.3.2 Support Group Services

Support Group Services are meetings with participants which cover group discussion topics, activities, and special events that address myths associated with abuse and to affirm each participant's positive image, (i.e., share their domestic violence experiences, listen and learn from other participants, and offer confidential support and encouragement to women in similar situations). (A group for purposes of payment is defined as three or more eligible participants as described in Paragraph 2.0, Participant Eligibility.) Contractor shall be reimbursed for the length of the group session in total hours, not the number of participants per hour in the group. For instance, if a group is two hours in length, the reimbursement will be for two hours of group time regardless of how many participants attended the group.

- 4.3.2.1 A paid staff member must be present at all times during Support Group Sessions.
- 4.3.2.2 Contractor shall not bill or be reimbursed for Support Group Services provided by a volunteer and/or unpaid intern.
- 4.3.2.3 Contractor shall maintain documentation with the following information to verify that the Support Group Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided service
  - <u>"SG"</u> noted for "Support Group"
  - <u>Actual Time</u> of the group session

- Participants' Information
  - First initial of first name
  - > CalWORKs or GROW Case Number
  - > Year of Birth
  - Participant's Case Number
- Other progress and/or referrals that are aligned with the participant's individual Service Plan, goals, and objectives

#### 4.3.3 Childcare/Youth Activity Services (CalWORKs Participants Only)

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

- 4.3.3.1 Contractor shall not utilize other participants to provide Childcare or Youth Activity Services under any circumstances.
- 4.3.3.2 Contractor shall not bill DPH for Childcare/Youth Activity Services that are provided by volunteers and/or non-paid interns.
- 4.3.3.3 Contractor shall maintain documentation with the following information to verify that the Childcare/Youth Activity Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service
  - <u>Description</u> of specific services provided (e.g., "daycare," "homework lab, "organized sports," etc.)
  - <u>"CYA"</u> noted for Childcare/Youth Activities
  - <u>Actual Time</u> spent providing the service
  - Participant's Information
    - First initial of first name
    - CalWORKs Case Number
    - > Year of Birth
    - Participant's Case Number

#### 4.3.4 Life Skills Education Services

Life Skills Education Services are intended to increase selfreliance, self-confidence, independence, and accountability by acquiring skills necessary to live free from violence. Life Skills Education Services include, but are not limited to: 1) parenting education; 2) independent living skills; and 3) household establishment skills. These skills are taught to participants on an individual basis or in a group/classroom setting. (A group for purposes of payment is defined as three or more Eligible participants as described in Paragraph 2.0, Participant Eligibility.) Contractor shall be reimbursed for the length of the education class in total hours, not the number of participants per hour in the class. For instance, if a class is two hours in length, the reimbursement will be for two hours regardless of how many participants attended the class.

- 4.3.4.1 Contractor shall provide Life Skills Education sessions on a face-to-face basis with each participant that includes the following:
  - Parenting education:
    - Non-violent parenting skills
    - Child development, teaching children about home and personal safety, i.e., dialing 911
    - Assisting children with homework
    - Encouraging educational family activities
    - Communication
    - Positive discipline
    - Nutritional feeding techniques
    - Empathy
    - Conflict resolution skills
  - Independent Living Skills:
    - Healthy relationship building skills, including birth control and safe-sex practices
    - Healthy coping skills, exercise, reading, utilizing crisis hotlines
    - Accessing counseling services as needed
    - Assist in obtaining educational credentials, i.e., GED, driver education, and other work-related activities
    - > Assist in obtaining school loans, scholarships

and/or other funding for educational purposes

- Appropriate professional attire
- Communication
- Problem solving skills
- Ability to access vital resources through roleplaying, direct advocacy social services, healthcare access, education, housing, transportation, etc.
- Household establishment skills education:
  - Assist in household budgeting, planning, purchasing and preparing of nutritional meals
  - Financial assistance for housing
  - Safety planning at place of work and attending school/job
  - Information/referrals for obtaining home-safety devices, i.e., locks, alarm system, unlisted phone number and addresses, safety deposit boxes for important documents
  - Develop a family budget
  - Develop a long-term financial plan through banking, i.e., keeping a savings and checking account leading towards self-sufficiency
  - Coordinate housing, Section 8 housing, apartments, other independent living or family housing
- 4.3.4.2 Client Advocacy. In providing Life Skills Education sessions individually or in group settings, contractor shall work closely with participants to help them learn the skills necessary to become self-sufficient.
- 4.3.4.3 Contractor shall provide a written curriculum within 30 days for the start of this Contract. Contractor shall develop its own written curriculum that includes details of the Life Skills Education sessions to be conducted.
- 4.3.4.4 Contractor shall maintain documentation with the following information to verify that the Life Skills Education Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service

- <u>Description of</u> topics covered and participant's response to session
- <u>"LSE</u>" noted for Life Skills Education
- Actual time spent
- Participant's Information
  - First initial of first name
  - > CalWORKs or GROW Case Number
  - > Year of Birth
  - Participant's Case Number
- <u>Other</u> progress and/or barriers to safety and/or changes

#### 4.3.5 DV Education Classes

DV Education Classes consist of educating participants about domestic violence (e.g. definition of DV, cycle of violence, DV myths, dynamics of DV, etc.) to empower them, in a group setting. (A class, for purposes of payment, is defined as two or more participants.) Contractor shall be reimbursed for the length of the education class in total hours, not the number of participants per hour in the class. For instance, if a class is two hours in length, the reimbursement will be for two hours regardless of how many participants attended the class.

- 4.3.5.1 Contractor shall maintain documentation with the following information to verify that the DV Education Class was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service
  - <u>Description</u> of subject or topic discussed (e.g., "definition of DV, cycle of violence, DV myths," etc.)
  - <u>"DVES"</u> noted for DV Education/Support
  - <u>Actual amount of time for the class session</u>
  - Participant's Information
    - First initial of first name
    - CalWORKs or GROW Case Number
    - > Year of Birth
    - Participant's Case Number

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

Shelter Bed Night Service is a service only available to CalWORKs participant and his/her minor children at a DV emergency shelter operated by Contractor or at a licensed commercial lodging establishment that operates with security precautions (i.e., security guard, video surveillance, etc.). Please note that reimbursement for Shelter Bed Night shall be made only in instances where Contractor is not reimbursed via alternate funding sources.

- 4.3.6.1 Contractor shall maintain documentation with the following information to verify that the Shelter Bed Night Service was provided:
  - Date(s) night(s) service was provided
  - <u>Signature and name of individual(s)</u> who provided, arranged or oversaw the service (e.g., conducted check-in or sign-in or issued commercial voucher)
  - "<u>SBN"</u> noted for Shelter Bed Night
  - <u>Detailed receipt</u> if commercial lodging. Address may be blocked out.
  - Participant's Information
    - First initial of first name
    - CalWORKs Case Number
    - > Year of Birth
    - Participant's Case Number
- 4.3.6.2 Contractor shall be limited to billing a maximum of 45 30 total nights for this service provided to each participant during a consecutive twelve-month period. Should unforeseen circumstance exists (e.g. the family/participant is still in crisis), contractor may bill for up to an additional 15 shelter nights, for a total maximum of 45 nights.

#### 4.3.7 Language Assistance Services

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

- 4.3.7.2 Contractor shall provide Language Assistance Services to non-English and limited English proficient participants using bilingual staff, or an interpreter/interpretation service.
- 4.3.7.3 Contractor shall not require participant to provide his/her own interpreter at any time. The most common non-English languages required by participants are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese.
- 4.3.7.4 Contractor shall maintain documentation with the following information to verify that the Interpreter/Interpretation Service was provided:
  - <u>Date</u> service was provided
  - Language interpreted
  - <u>Name and Affiliation</u> of the individual who provided the interpretation service
  - <u>Service unit</u> that was interpreted or translated in writing (e.g., "Case Management Services," "Counseling," etc.)
  - <u>Text-to-speech "TTS"</u> noted for Interpretation/Translation Services
  - <u>Time</u> spent providing the language assistance service
  - Participant's Information
    - First initial of first name
    - > CalWORKs or GROW Case Number
    - Year of Birth
    - Participant's Case Number

#### 4.3.8 Referral to Legal Services

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

#### 4.4 **OPTIONAL SERVICES**

#### 4.4.1 Court Accompaniment and Support Services

4.4.1.1 For any domestic violence survivor, navigating the legal process can be intimidating and overwhelming because of the close relationship between the victim and the defendant, and the complicated nature of the impact of

the abuse. Court Accompaniment and Support Services ensure that a person does not have to go through this process alone.

- 4.4.1.2 Contractor shall accompany participants to domestic violence related court appointments and help participants understand what to expect, and what information to bring with them.
- 4.4.1.3 Court Accompaniment and Support Services is not a legal service and is not provided by a California licensed attorney. Court Accompaniment and Support Services do not include giving legal advice or legal information or representing anyone in court. Services include the following:
  - Provision of emotional support throughout the legal proceedings;
  - Accompanying participants to court proceedings and assisting the development of safety planning to ensure they are safe getting to and leaving the courtroom;
  - Facilitating referrals to services that address the impacts of abuse such as counseling, safe housing and/or advocacy programs.
- 4.4.1.4 Contractor shall maintain documentation with the following information to verify that Court Accompaniment and Support Services were provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service
  - <u>Description</u> of specific services provided (e.g., "accompanied to court," "Discussed safety plan for court appearance," "explained general court process," etc.)
  - <u>"CAS"</u> noted for Court Accompaniment and Support
  - <u>Actual time</u> spent providing the service
  - Participants Information
    - First initial of first name
    - > CalWORKs or GROW Case Number
    - > Year of Birth
    - Participant's Case Number

#### 4.4.2 Licensed Therapy Services for Mental Health

- 4.4.2.1 Contractor shall not bill or be reimbursed for Licensed Therapy Services for mental health provided by a volunteer and/or unpaid intern.
- 4.4.2.2 Contractor may provide Licensed Therapy Service by individuals who are licensed by the California Board of Behavioral Sciences (BBS).
- 4.4.2.3 Contractor shall maintain documentation with the following information to verify that the Licensed Therapy Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided the service
  - <u>Description</u> counseling format (e.g., "group," "individual," "family," "child/adolescent")
  - <u>"LT"</u> noted for Licensed Therapy
  - <u>Actual time</u> spent providing the service
  - Participant's Information
    - First initial of first name
    - > CalWORKs or GROW Case Number
    - Year of Birth
    - > Participant's Case Number

#### 4.5 OUTREACH SERVICES

- 4.5.1 Outreach Services are provided to groups or individuals to educate and increase awareness of domestic violence.
- 4.5.2 Contractor shall provide community outreach services to the community at large (i.e., faith-based organizations and community gatherings), community colleges, social and health services agencies, human services agencies, that include target population groups, and individuals and families who are not participants.
- 4.5.3 Contractor shall complete and maintain the Event Services Report Form following documentation to verify that Outreach Services was provided and submit with the monthly invoice.

#### 4.6 GAIN ORIENTATION/JOB CLUB PRESENTATION

- 4.6.1 Contractor shall participate in GAIN Orientation/Job Club Presentations and shall provide information on the availability of DVSS during the presentations to assist victims of DV or potential victims of DV.
- 4.6.2 DPH shall provide a schedule of the GAIN Orientation/Job Club Presentations that Contractor shall present per year. The schedule shall include the location, date and time of the presentations.
- 4.6.3 Contractor shall maintain the following documentation to verify that the GAIN Orientation Presentation was provided:
  - 4.6.3.1 The Event Services Report Form shall be completed in its entirety and submitted with the monthly invoice.
  - 4.6.3.2 A copy of the Event Services Report Form(s) shall be retained on file and provided to DPH upon request.

#### 4.7 SERVICES WITHOUT UNDUE DELAY

- **4.7.1** Upon commencement of the Contract, Contractor shall have systems and policies in place to assure that no participant or potential participant waits more than five business days to receive an intake, and no more than two workdays or immediately in emergency situations. Contractor shall maintain a copy of all systems and policies on file and make these available for monitoring purposes.
- **4.7.2** Contractor shall return all telephone calls received from participants within two business days.

#### 4.8 SERVICE SITES

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

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

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

### 4.8.1 Hours of Operation

- **4.8.1.1** Contractor's site shall be open and available to provide the required services to participants Monday through Friday at the service site within the Supervisorial District where Case Management services are provided.
- **4.8.1.2** Contractor shall ensure that staff responds to any calls and inquiries received between agency's operating hours. In addition, Contractor shall make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to program services and enhance the likelihood of a participant achieving his/her goals.

#### 4.8.2 Walk-In/Drop-In Center

**4.8.2.1** Contractor shall operate a Walk-In/Drop-In Center that is physically located in the Supervisorial District(s) where Case Management Services are provided, that must be open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday. The Walk-In/Drop-In Center shall provide participants with the services detailed in this SOW.

#### 4.9 STAFF

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

#### 4.9.1 Mandatory 40-hour DV Training

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

#### 4.9.2 Case Management Staff

4.9.2.1 Contractor providing Case Management services shall have a Project Manager who will supervise and oversee

all staff and services provided under this service category.

- 4.9.2.2 Contractor shall also have at least one staff providing Case Management services directly to participants, who is physically based at Contractor's program site(s) within the Supervisorial District in which case management services are provided.
- 4.9.2.3 The Contractor's Project Manager or designated alternate staff and a direct provider staff shall be available during business hours.

# 4.10 CLIENT RECORDS

- **4.10.1** Contractor shall maintain a current and comprehensive case file for each participant interviewed and serviced. The participant's case file, at minimum, must contain the following documents:
  - A. ALL PARTICIPANTS
    - 1. Client Intake form (created by the Contractor),
    - 2. Assessment (created by the Contractor),
    - 3. Service Plan (created by the Contractor),
    - 4. Safety Plan (created by the Contractor),
    - 5. Progress notes with service delivery dates,
    - 6. Program evaluation measures,
    - 7. Discharge summary, if appropriate, and
    - 8. Client satisfaction survey.
  - B. CALWORKS PARTICIPANTS
    - Screening for Potential CalWORKs Eligibility, PA 1206. (Appendix B, Exhibit 1),
    - 2. CalWORKs Treatment/Services Verification, PA 1923, (Appendix B, Exhibit 2),
    - 3. CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3),
    - 4. Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4),

- 5. CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), and
- 6. Mental Health/Substance Abuse/Domestic Violence/ Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6).
- C. GR PARTICIPANTS
  - 1. General Relief Domestic Violence Services Verification Form, ABP 127 DVS (Appendix B, Exhibit 10).
- D. GROW PARTICIPANTS
  - 1. General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9), and
  - 2. General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).
- **4.10.2** In addition to other confidentiality requirements set forth in this SOW, Contractor shall maintain DV Participant's case file in either a locked file cabinet or in a secure room to ensure confidentiality.
- **4.10.3** Contractor shall ensure confidentiality and provide secure storage, access, and disposal of participant records for five years after the contact has terminated.

#### 4.11 PARTICIPANTS ENGAGE IN CONCURRENT WtW ACTIVITIES OR GROW ACTIVITIES

- **4.11.1** Contractor shall develop a protocol for evaluating participant's progress, completion of services, barriers, and referrals to other WtW activities. Contractor shall recommend participation in concurrent WtW activities using the Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6). The completed progress report shall be submitted to the GAIN Services Worker/GROW Case Manager on a quarterly basis.
- **4.11.2** Participation in a concurrent GROW activity includes the participant having completed Pre-Employment- related services such as job readiness training, job search or job placement during the service period but before exiting DVSS.
- **4.11.3** Participation in a concurrent WtW activity includes the participant having completed one or more of the following activities during the service period but before exiting DVSS:

- 1. Vocational assessment
- 2. Specific vocational training classes or higher education classes for a degree program
- 3. Educational training such as literacy, educational testing, English as a Second Language (ESL) classes, or GED classes
- 4. Volunteer or participate in an internship program
- 5. Pre-Employment-related services such as job readiness training, job search or job placement
- 6. Subsidized or unsubsidized (salaried) employment
- **4.11.4** Contractor shall ensure participant's file contains documentation that includes notes of the participant's progress in the given activity and gauge the overall success towards reaching the goals or barriers that may prevent the participant from completing or progressing in DV services. In addition, the documentation shall include specifics such as date, time, and name the type of concurrent activity, including number of hours of participation in concurrent activities, as appropriate.

#### 4.12 REPORTING

#### 4.12.1 DVSS Monthly Management Report

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

# 4.12.2 DVSS Ad-Hoc Reports

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

#### 5.0 CUSTOMER SERVICE QUESTIONNAIRE

Contractor shall provide the Customer Service Questionnaire, Appendix B, Exhibit 11, to every participant within 90 days of initial intake and discharge.

Contractor shall provide participants with a self-addressed stamped envelope for participants to submit the completed questionnaire to DPH. The Customer Service Questionnaire shall consist of the participant's satisfaction with the program. Contractors shall note in the participant's file that the customer service questionnaire was distributed to the participant and the date distributed.

### 6.0 CASE MANAGEMENT AND LEGAL REFERRALS

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

# 7.1 CalWORKs

- 7.1.1 Contractor shall establish a protocol for the discharge/termination of participants from DV services. This protocol shall include a face-to-face contact (when possible) to complete a discharge summary. Documentation of the discharge summary shall include: reason for completion/termination; summary of services provided; participant's progress while assigned to the Contractor; and goals attained/not attained along with recommendations for further services/treatment/other WtW activity, including other referrals, if necessary.
- 7.1.2 Contractor shall complete/update the DV assessment tool and the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5) for all participants at discharge, termination, completion or drop-out, within five working days, if the change occurs in between the progress report period.
- 7.1.3 Contractor shall complete the Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4) for all changes such as, an increase/decrease to the number of hours of participation, participation in concurrent activities, and/or receipt of additional supportive services, within five working days of the actual change, if the change occurs in between the progress report period.
- 7.1.4 Fax or transmit via County-approved encrypted email a copy of GN 6007A and/or GN 6007B to the GAIN Services Worker, if the change occurs in between the progress report period.
- 7.1.5 Contractor shall retain a copy of the completed GN 6007A and/or GN 6007B and a copy of the fax/email confirmation in the participant's case file.
- 7.1.6 Contractor shall develop a tracking mechanism for participants

who complete treatment, who fail to comply with treatment, and who return for services.

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

#### 7.2 GR AND GROW

- 7.2.1 Contractor shall utilize the General Relief Opportunities for Work Progress Report DVS, (ABP 1469 DVS (Appendix B, Exhibit 12) to report participant discharge, termination or changes.
- 7.2.2 Contractor may bill for services provided to a terminated GR/GROW participant for a period not to exceed 30 days after notification of termination of GR/GROW eligibility has been received from DPSS. Contractor shall not be reimbursed for services provided to terminated GR/GROW participants that exceed the 30-day limit.

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

- 7.3.1 Under this SOW, it is the choice of the participant when he/she wants to stop accessing services. There is no "completion of program" or point at which the participant is told that he/she may no longer access services, unless the participant is no longer eligible for such services.
- 7.3.2 Contractor shall not impose maximum time limits that a participant may remain in the program or dictate the type of services or frequency with which a participant must access services.
- 7.3.3 Contractor may establish written rules designed to maximize the safety and respect of staff and participants. If a participant violates such rules, this shall serve as reason for no longer allowing a participant to access DVSS.
- 7.3.4 Contractor shall retain a copy of the rules in each participant's case file and document any rule violations in the case file for monitoring purposes.

#### 8.0 OTHER REQUIREMENTS

#### 8.1 Contractor Organization Capacity/Waiting Lists

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

#### 8.2 Los Angeles County Domestic Violence Council Meetings

- 8.2.1 Contractor shall attend a minimum of **four** Los Angeles County Domestic Violence Council meetings per year.
- 8.2.2 Contractor shall also attend DPH DV providers' meetings.

#### 8.3 Public Statements

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

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

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

#### 8.4 Equipment and Equipment Inventory

- 8.4.1 Contractor shall provide necessary space, furniture, utilities, telephones, printers, scanners, and computer equipment necessary to provide services.
- 8.4.2 Contractor shall provide staff with Internet access.
- 8.4.3 Contractor shall provide all supplies that are necessary to perform the services required by the Contract.
- 8.4.4 Contractor shall establish and maintain an inventory of equipment funded under this agreement to include the following:
  - a. Name and phone number of Contractor's contact person where equipment is located;
  - b. Address where equipment is located;

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

#### 8.5 Civil Rights Training

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

#### 8.6 Civil Rights Complaints and Procedures

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

- 8.6.1 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 8.6.2 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:
  - 8.6.2.1 Provide and assist CalWORKs and GR participants with completing a Complaint of Discriminatory Treatment, PA

607 (Appendix B, Exhibit 15) in the participant's primary language, as necessary.

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

#### 9.0 PERFORMANCE OUTCOMES

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

- **9.1** Ensure that 90% of new participants have a service plan based on their unique needs and circumstances.
- 9.2 Ensure that 75% of continuing participants that are receiving case management will receive a comprehensive reassessment of their DV situation, service plan, and safety plan at minimum, every 180 days (six months).
- **9.3** Ensure that 90% of participants in need of legal services are notified of the availability of legal services and receive a referral (if appropriate) to a DVSS legal service provider.
- 9.4 Ensure that 75% of participants have service plan goals to remove barriers that keep them from obtaining employment.

#### 10.0 COUNTY DATA MANAGEMENT SYSTEM

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

#### CASE MANAGEMENT SERVICES PERFORMANCE REQUIREMENTS SUMMARY CHART

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

Note: New or revised language is highlighted and deleted language is show in strikethrough for easy reference.

# LEGAL SERVICES STATEMENT OF WORK

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Attachment A – Legal Services Performance Requirements Summary Chart

# LEGAL SERVICES STATEMENT OF WORK

#### INTRODUCTION

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

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

#### 1.0 **PROGRAM OVERVIEW**

#### 1.1 DOMESTIC VIOLENCE LEGAL SERVICES

- 1.1.1 Legal Services include: family law, immigration services, translator/translation services, restraining order, benefits advocacy, other legal services, and legal services workshops.
- 1.1.2 Legal Services shall be offered and provided to participants upon request during his/her participation in DVSS, as described in this Statement of Work (SOW). Legal Services Contractor shall serve a maximum number of eligible participants with Legal Services based on agency's capacity and allocated funding within each fiscal year which includes formal legal representation (by Staff Attorneys) to ensure that participant's rights are preserved and that issues are resolved with participant's best interest and safety in mind. Contractor shall also ensure services assist participants in removing barriers to employment, meeting service plan objectives, and achieving successful outcomes
- 1.1.3 Contractor shall provide services to non-English and limited English proficient participants using bilingual staff or translator/translation services. Contractor shall not require participants to provide their own interpreter at any time. The non-English languages common are: Armenian. most Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean,

Russian, Spanish, Tagalog, and Vietnamese.

#### 2.0 PARTICIPANT ELIGIBILITY

Eligibility for Legal Services funded under this SOW participants in the CalWORKs, General Relief (GR) and/or General Relief Opportunities for Work (GROW) programs that are survivors of domestic violence. Participants must reside in Los Angeles County. Participant cannot receive legal services from more than one (1) DVSS Contractor at the same time.

#### 2.1 ELIGIBILITY DETERMINATION

- 2.1.1 Contractor shall determine CalWORKs, GR, and GROW participant's initial and on-going eligibility to the DVSS program by adhering to the procedures outlined throughout this SOW which include completion and submission of DPSS forms and shall maintain documentation in participants' files.
- 2.1.2 Contractor shall ensure that participant is eligible for the DVSS Program. To qualify for DVSS, each participant shall be a victim of DV by a current/past spouse or intimate partner. For purposes of this SOW, the abuse may be current or have occurred in the past. The eligible population are CalWORKs, GR, and GROW participants. Additional eligible participants include:
  - Refugee Employment Program (REP) Referrals for CalWORKs Participants;
  - Non-Custodial Parents;
  - Battered Non-Citizen Participants seeking assistance with Immigration Services;
  - Former CalWORKs WtW Participants Receiving Post-Employment Services (PES); and
  - Post-Time Limited (PTL) CalWORKs WtW Participants.

#### 2.2 NO CLIENT FEES

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

#### 2.3 NO MANDATORY PARTICIPANT DUTIES

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

duties, and childcare.

#### 2.4 OBTAINING PARTICIPANT'S CASE NUMBER

- 2.4.1 During intake, Contractor shall ask for and obtain from participant his/her CalWORKs or GR/GROW case number. Most participants carry their Electronic Benefits Card (EBT) with them, which includes the participant's case number.
- 2.4.2 Contractor shall obtain the name, DPSS office location, and phone number of the participant's Greater Avenues for Independence (GAIN) Services Worker or GROW Case Managers from the participant. If the participant is only able to provide the name of the GAIN Services Worker/GROW Case Manager and CalWORKs or GR/GROW case number, the other information may be obtained by calling DPSS at (866) 613-1044.

#### 2.5 PARTICIPANTS RESIDING OUTSIDE LOS ANGELES COUNTY

- 2.5.1 If a CalWORKs WtW or GR/GROW participant who resides in another county moves to Los Angeles County, he/she is not eligible for DVSS until his/her case has been transferred to a Los Angeles County DPSS office.
- 2.5.2 After participant's case has transferred to a Los Angeles County DPSS office, all eligibility and verification procedures and documentation requirements detailed in this SOW shall apply.

#### 3.0 REFERRALS

#### 3.1 DPSS DIRECT REFERRALS

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

- 3.1.1 CalWORKs Participants Directly Referred by DPSS
  - 3.1.1.1 Obtain a copy of CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3), from the participant or DPSS GAIN Services Worker/GROW Case Manager.
  - 3.1.1.2 Complete Page 2, Section B of GN 6006B, and fax or transmit the completed form via County-approved encrypted email to the DPSS GAIN Services

Worker/GROW Case Manager within five business days of participant's intake.

- 3.1.1.3 Retain a copy of the completed GN 6006B form in the participant's case file.
- 3.1.1.4 Ensure that the DV component is open in DPSS's CalWORKs Leader Replacement system (LRS) for at least one day of a service month to establish eligibility for entire month.

#### 3.1.2 <u>GR/GROW Participants Directly Referred by DPSS</u>

- 3.1.2.1 Obtain a copy of General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) from the GROW Case Manager via confidential fax or U.S. mail.
- 3.1.2.2 Complete the ABP 1467 DVS form and fax it or transmit via County-approved encrypted email to the GROW Case Manager within five business days of the participant's intake.
- 3.1.2.3 Retain a copy of the completed ABP 1467 DVS form in the participant's file.

#### 3.2 REVERSE REFERRALS

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

#### 3.2.1 CalWORKs Participants

- 3.2.1.1 Contractor shall use Screening for Potential CalWORKs Eligibility form, PA 1206 (Appendix B, Exhibit 1) to screen for potential CalWORKs eligibility. If the participant is determined to be potentially eligible for CalWORKs, Contractor shall have the participant apply for CalWORKs to expedite CalWORKs approval.
- 3.2.1.2 Contractor shall complete, submit the CalWORKs Treatment/Services Verification form, PA 1923 (Appendix B, Exhibit 2), and retain a copy of the completed PA 1923, as indicated on the form, within ten business days.

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

be received by DPSS within 10 days of initial contact with participant. This applies to instances where the participant is ineligible due to being sanctioned by GAIN or Child Support Enforcement, or timed-off. Contractor shall ensure that participant resolves the issue, reengages in GAIN, and agrees to participate in WtW activities.

- 3.2.1.6 Contractor shall receive the CalWORKs Eligibility Worker/GAIN Services Worker Notification to Service Providers, PA 1132 (Appendix B, Exhibit 18) within 60 days from the date of the accepted Notification letter.
- 3.2.1.7 Contractor shall develop a tracking mechanism for receipt of the PA 1132 forms within 60 days from the date of the accepted Notification letter. If Contractor does not receive the PA 1132 within the indicated time frame, Contractor shall contact the Centralized PA 1923 Unit as indicated in the Notification Letter.

# 3.2.2 GR and GROW Participants

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

- 3.2.2.1 Within five business days, Contractor shall receive a response to the General Relief Domestic Violence Services Verification Form ABP 127 DVS submission from either the GR Program (unemployables) or GROW Program (employables).
- 3.2.2.2 If a participant is in GROW, Contractor shall receive a General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9) to complete and return to the GROW Case Manager within ten business days of receipt.

# 4.0 SERVICES TO BE PROVIDED

**4.1 LEGAL SERVICES INCLUDE THE FOLLOWING SERVICES:** Legal Services shall be offered and may be provided to participants and upon request during his/her participation in DVSS, as described in this SOW. Legal Services Contractor shall serve a maximum number of eligible participants with Legal Services based on agency's capacity and allocated funding within each fiscal year which includes formal legal

representation (by Staff Attorneys) to ensure that participant's rights are preserved and that issues are resolved with the best interest and safety in mind.

- **4.1.1** Legal Services Contractor shall provide clear documentation of each participant's DV situation, whether past/current, from the initial intake to DVSS through discharge. Documentation shall include ongoing interaction to evaluate the effectiveness of the service plan, the projected length of service, start date, time and duration, name of staff providing the services, contact number or type of legal service provided, including the participant's level of capacity to participate safely in WtW.
- **4.1.2** Legal Services Contractor shall provide Legal Services under the supervision of an attorney, licensed to practice in the State of California.
- **4.1.3** Legal Services Contractor shall not permit participants to provide services to other participants under this SOW or as part of any other services the Contractor provides.
- **4.1.4** Legal Services Contractor shall ensure that written documentation requirements are not in conflict with the relevant California State laws regarding Attorney-Client confidentiality and the Attorney-Client and Attorney-Work Product privileges.

# 4.2 REQUIRED SERVICES

#### 4.2.1 Intake

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

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

# 4.2.2 Assessment

- 4.2.2.1 Legal Services Contractor shall conduct a comprehensive assessment/ consultation to identify the participant's DV situation, legal problem(s), need(s), type of legal services needed to develop the Service Plan, goals, and objectives, other referrals for successful outcomes to assist the participant to overcome barriers to employment, including the participant's level of participation in WtW.
- 4.2.2.2 Contractor shall assess whether participant is engaged in Case Management activities. All clients determined not to be engaged in Case Management at the time of assessment shall be referred for those services.

# 4.2.3. Safety Plan

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

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

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

• Build on what a survivor is already doing to survive

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

# 4.2.4 Service Plan

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

**4.2.4.1** The Legal Services Plan shall specify the goals and objectives to be met (e.g. restraining order in place, child support order obtained), and duration of services. The Legal Services Plan shall also document the participant's needs, the type of legal services, regular reviews, and other services/referrals, such as Case Management, etc. Legal Services contractor shall update the Legal Services Service Plan, as deemed necessary.

# 4.2.5 Follow- Up

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

# 4.2.5.1 CalWORKs

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

# 4.2.5.2 GROW

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

# 4.2.5.3 GR Participants

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

#### 4.3 SERVICES PROVIDED BASED ON PARTICIPANT NEED

#### 4.3.1 Family Law Services (Divorce and Child Custody)

Family Law Services may include, but are not be limited to: divorce, marital property division, spousal support, paternity establishment, child custody and visitation orders, child support, and the filing of a restraining order, etc. Legal Services Contractor shall:

- Clearly document the initial consultation(s), legal advice, and legal/related research.
- Prepare/file court documents/forms.
- Provide Court/alternative dispute resolution representation.
- Prepare participant for testimony at trial by explaining the basic background of the American Court system procedures.
- Conduct/prepare communications with other involved parties.
- Provide court accompaniment of participant to family law, and/or civil courts to offer support and information.
- 4.3.1.1 Legal Services Contractor shall maintain documentation with the following information to verify that the Family Law Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided service
  - <u>Description</u> of service(s) provided (e.g., "represented in court," "prepared court documents," "researched

legal/related issues," etc.)

- <u>"FL"</u>noted for "Family Law"
- <u>Time</u> spent providing the service.
- <u>Name of Attorney and Paralegal</u> providing services to participant
- <u>Name of Attorney on Record</u> for the services or "Pro Per" noted
- Participant's Information
  - First initial of first name
  - > CalWORKs or GROW Case Number
  - > Year of Birth
  - Participant's Case Number
- 4.3.1.2 Contractor shall not bill or be reimbursed for Counseling Services provided by a volunteer and/or unpaid intern.

# 4.3.2 Restraining Order Services

Restraining Order Services are legal services provided to DVSS participants that are associated with obtaining a DV restraining order, emergency protective order (EPO), temporary restraining order (TRO), or otherwise.

- 4.3.2.1 Legal Services Contractor shall provide Restraining Order Services, which may include any combination of the following:
  - Initial consultation and legal advice.
  - Preparation of court documents/forms including filing fees.
  - Court representation.
- 4.3.2.2 Legal Services Contractor shall maintain documentation with the following information to verify that the Restraining Order Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature or initials or name of individual(s)</u> who provided service
  - <u>Description</u> of service(s) provided (e.g., "represented in court," "prepared court documents," "researched legal/related issues," etc.). Note: copies of all related court documents and restraining orders must be maintained on file and noted as such in the

description.

- <u>"RO"</u> noted for "Restraining Orders"
- <u>Time</u> spent providing the service
- <u>Name of Attorney and Paralegal</u> providing services to participant
- <u>Name of Attorney on Record</u> for the services or "Pro Per" noted
- Participant's Information
  - First initial of first name
  - > CalWORKs or GROW Case Number
  - Year of Birth
  - Participant's Case Number

#### 4.3.3 Immigration Law Services Benefits Access Assistance (BAA) Services/Advocacy

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

- 4.3.3.1 Legal Services Contractor shall provide BAA Service.
- 4.3.3.2 Contractor shall maintain documentation with the following information to verify that BAA Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name</u> of individual(s) who provided service
  - <u>Description</u> of specific services provided (e.g., "represented on phone/in person to agency,"
     "prepared appeal letter," "researched legal/related issues," etc.),"
  - <u>"BAA"</u> noted for Benefits Access Assistance
  - <u>Time</u> spent providing the service
  - <u>Name of Attorney and Paralegal</u> providing services to Participant or "Pro Per" noted

- Participant's Information
  - First initial of first name
  - CalWORKs Case Number
  - Year of Birth
  - Participant's Case Number

#### 4.3.4 Immigration Law Services

Immigration Law Services are legal services in connection with participant's access to services from the United States Citizenship and Immigration Services (USCIS). These are services that assist participants in stabilizing their immigration status which include, but are not limited to, filing petitions under VAWA, or Widow(er), or U Visa, or appeals, including obtaining work authorization, and/or other lawful permanent residency issues.

- 4.3.4.1 Legal Services Contractor shall provide Immigration Law Services, which may include any combination of the following:
  - Initial consultations or legal advice.
  - Legal or related research.
  - Prepare/file USCIS forms, appeals, and court documents, etc.
  - Represent parties in court and contact with USCIS.
- 4.3.4.2 LS Contractor shall maintain documentation with the following information to verify that the Immigration Service was provided:
  - Date service was provided
  - <u>Signature and name</u> of individual(s) who provided service
  - <u>Description</u> of specific services provided (e.g., "represented in CIS hearing/interview," "prepared court documents," "researched legal/related issues," etc.)," Note: copies of all related court documents and USCIS forms must be maintained on file and noted as such in the description.
  - <u>"CIS"</u> noted for Citizenship and Immigration Services
  - <u>Time</u> spent providing the service
  - <u>Name of Attorney and Paralegal</u> providing services to
  - Name of Attorney on Record for the services or "Pro

### Per" noted

- Participant's Information
  - First initial of first name
  - CalWORKs Case Number
  - Year of Birth
  - Participant's Case Number

# 4.3.5 Other Legal Services

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

- **4.3.5.1** Legal Services Contractor shall maintain documentation with the following information to verify that the Other Legal Assistance Service was provided:
  - <u>Date</u> service was provided
  - <u>Signature and name of individual(s)</u> who provided service
  - <u>Description</u> topics covered (e.g., "household budgeting," "nutrition," child discipline," "client advocacy", etc.)
  - <u>"OLA</u>" noted for Other Legal Services
  - Time spent
  - Participant's Information
    - First initial of first name
    - > CalWORKs or GROW Case Number
    - Year of Birth
    - Participant's Case Number
  - <u>Other</u> progress and/or barriers to safety and/or changes

# 4.3.6 Translator/Translation Services

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

oral.

- **4.3.6.2** Contractor shall provide translation services to non-English and limited English proficient participants using bilingual staff, or a translator/translation service.
- **4.3.6.3** Contractor shall not require participant to provide his/her own interpreter at any time. The most common non-English languages required by participants are: Armenian, Cambodian, Chinese (Cantonese and Mandarin), Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese.
- **4.3.6.4** Contractor shall maintain documentation with the following information to verify that the Translator/ Translation Service was provided:
  - <u>Date</u> service was provided
  - Language translated
  - <u>Name and Affiliation</u> of the individual who provided the service
  - <u>Service unit</u> that was translated (e.g., "Case Management Services," "Counseling," etc.)
  - <u>"TTS"</u> noted for Translator/Translation Services
  - <u>Time</u> spent providing the service
  - Participant's Information
    - First initial of first name
    - CalWORKs or GROW Case Number
    - > Year of Birth
    - Participant's Case Number

# 4.3.7 Legal Services Workshop Services

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

- **4.3.7.1** Contractor shall maintain documentation with the following information to verify that the Legal Services Workshop was provided to participants:
  - Date service was provided
  - <u>Signature or initials or name of individual(s)</u> who provided service
  - <u>Description</u> of service(s) provided (e.g., "review of paperwork," "prepared court documents," etc.
  - <u>"LSWS"</u> noted for Legal Services Workshop Services
  - <u>Name of Attorney and Paralegal</u> providing services to participant
  - <u>Name of Attorney on Record</u> for the services or "Pro Per" noted
  - Participant's Information
    - First initial of first name
    - > CalWORKs or GROW Case Number
    - Year of Birth
    - Participant's Case Number
- **4.3.7.2** Contractor shall complete in its entirety the DVSS Event Services Report (Appendix B, Exhibit 16), and submit with the monthly invoice. A copy shall be retained in file and provided to DPH upon request.

# 4.4 SERVICES WITHOUT UNDUE DELAY

- **4.4.1** Upon commencement of the Contract, Contractor shall have systems and policies in place to assure that no participant or potential participant waits more than five business days to receive an intake, and no more than two workdays or immediately in emergency situations. Contractor shall maintain a copy of all systems and policies on file and make these available for monitoring purposes.
- **4.4.2** Contractor shall return all telephone calls received from participants within two business.

# 4.5 SERVICE SITES

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

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

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

# 4.5.1 Hours of Operation

- 4.5.1.1 Contractor's site shall be open and available to provide the required services to participants Monday through Friday at the service site within the Supervisorial District(s) where Legal Services are provided.
- 4.5.1.2 Contractor shall ensure that staff responds to any calls and inquiries received between agency's operating hours. In addition, Contractor shall make good faith efforts to provide services on weekends and evenings, as needed, in cases where it will increase accessibility to program services and enhance the likelihood of a participant achieving his/her goals.

# 4.5.2 Walk-In/Drop-In Center

4.5.2.1 Contractor shall operate a Walk-In/Drop-In Center that is physically located in the Supervisorial District(s) where Legal Services are provided, that must be open during business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday. The Walk-In/Drop-In Center shall provide participants with the services detailed in this SOW.

# 4.6 STAFF

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

# 4.6.1 <u>Mandatory 40-hour DV Training</u>

Contractor shall ensure that all staff providing direct services

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

### 4.6.2 Legal Services Contractor Attorney-Employee

Legal Services Contractor providing DVSS Legal Services shall have, at a minimum on staff, an attorney licensed to practice law within the State of California who supervises and oversees lay staff and provides Legal Services under the Contract. The attorney must visit the Legal Services Contractor's service site(s) within the Supervisorial District in which it receives funding to provide Legal Services at least once per week to provide direct oversight and supervision to Legal Services staff. Such attorney is bound by the same legal and confidentiality requirements of contractor's staff. Additionally, contractor shall inform each participant at such time that an independent contractor.

# 4.7 CLIENT RECORDS

- **4.7.1** Contractor shall maintain a current and comprehensive case file for each participant interviewed and serviced. The participant's case file, at minimum, must contain the following documents:
  - A. ALL PARTICIPANTS
    - 1. Client Intake form (created by the Contractor),
    - 2. Assessment (created by the Contractor),
    - 3. Service Plan (created by the Contractor),
    - 4. Safety Plan (created by the Contractor),
    - 5. Progress notes with service delivery dates,
    - 6. Program evaluation measures,
    - 7. Discharge summary, if appropriate, and
    - 8. Client satisfaction survey.
  - B. CALWORKS PARTICIPANTS
    - 1. Screening for Potential CalWORKs Eligibility, PA 1206 (Appendix B, Exhibit 1),

- 2. CalWORKs Treatment/Services Verification, PA 1923 (Appendix B, Exhibit 2),
- 3. CalWORKs Specialized Supportive Services Provider Referral, GN 6006B (Appendix B, Exhibit 3),
- 4. Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4),
- 5. CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5), and
- 6. Mental Health/Substance Abuse/Domestic Violence/ Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6).
- C. GR PARTICIPANTS
  - 1. General Relief Domestic Violence Services Verification Form, ABP 127 DVS (Appendix B, Exhibit 10).
- D. GROW PARTICIPANTS
  - 1. General Relief Domestic Violence Services Referral, ABP 1467 DVS (Appendix B, Exhibit 9), and
  - 2. General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12).
- **4.7.2** In addition to other confidentiality requirements set forth in this SOW, Contractor shall maintain DV participant's case file in either a locked file cabinet or in a secure room to ensure confidentiality.
- **4.7.3** Contractor shall ensure confidentiality and provide secure storage, access, and disposal of participant records for five years after the contact has terminated.

#### 4.8 PARTICIPANTS ENGAGE IN CONCURRENT WtW ACTIVITIES OR GROW ACTIVITIES

**4.8.1** Contractor shall develop a protocol for evaluating participant's progress, completion of services, barriers, and referrals to other WtW activities. Contractor shall recommend participation in concurrent WtW activities using the Mental Health/Substance Abuse/Domestic Violence/Family Preservation Program Service Provider Progress Report, GN 6008 (Appendix B, Exhibit 6). The completed progress report shall be submitted to the GAIN Services Worker/GROW Case Manager on a quarterly basis.

- **4.8.2** Participation in a concurrent GROW activity includes the participant having completed Pre-Employment- related services such as job readiness training, job search or job placement during the service period but before exiting DVSS.
- **4.8.3** Participation in a concurrent WtW activity includes the participant having completed one or more of the following activities during the service period but before exiting DVSS:
  - 1. Vocational assessment
  - 2. Specific vocational training classes or higher education classes for a degree program
  - 3. Educational training such as literacy, educational testing, English as a Second Language (ESL) classes, or GED classes
  - 4. Volunteer or participate in an internship program
  - 5. Pre-Employment-related services such as job readiness training, job search or job placement
  - 6. Subsidized or unsubsidized (salaried) employment
- **4.8.4** Contractor shall ensure participant's file contains documentation that includes notes of the participant's progress in the given activity and gauge the overall success towards reaching the goals or barriers that may prevent the participant from completing or progressing in DV services. In addition, the documentation shall include specifics such as date, time, and name the type of concurrent activity, including number of hours of participation in concurrent activities, as appropriate.

# 4.9 **REPORTING**

# 4.9.1 DVSS Monthly Management Report

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

# 4.9.2 DVSS Ad-Hoc Reports

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

# 5.0 CUSTOMER SERVICE QUESTIONNAIRE

Contractor shall provide the Customer Service Questionnaire to every participant to complete and submit the completed questionnaire to the DPH within 90 days of initial intake and discharge. The Customer Service Questionnaire shall consist of the participant's progress and/or satisfaction with the program. Contractor shall have the participant confirm receipt of a Customer Service Questionnaire and contractor shall retain confirmation in the participant's case file.

# 6.0 DISCHARGE, TERMINATION AND CHANGES

# 6.1 CalWORKs

- 6.1.1 Contractor shall establish a protocol for the discharge/termination of participants from DV services. This protocol shall include a face-to-face contact (when possible) to complete a discharge summary. Documentation of the discharge summary shall include: reason for completion/termination; summary of services provided; participant's progress while assigned to the Contractor; and goals attained/not attained along with recommendations for further services/treatment/other WtW activity, including other referrals, if necessary.
- 6.1.2 Contractor shall complete/update the DV assessment tool, the Client Satisfactory Survey, and the CalWORKs Supportive Services Enrollment Termination Notice, GN 6007B (Appendix B, Exhibit 5) for all participants at discharge, termination, completion or drop-out, within five working days, if the change occurs in between the progress report period.
- 6.1.3 Contractor shall complete the Notification of Change from Specialized Supportive Services Provider, GN 6007A (Appendix B, Exhibit 4) for all changes such as, an increase/decrease to the number of hours of participation, participation in concurrent activities, and/or receipt of additional supportive services, within five working days of the actual change, if the change occurs in between the progress report period.
- 6.1.4 Fax or transmit via County-approved encrypted email a copy of GN 6007A and/or GN 6007B to the GAIN Services Worker, if the change occurs in between the progress report period.
- 6.1.5 Contractor shall retain a copy of the completed GN 6007A and/or GN 6007B and a copy of the fax/email confirmation in the participant's case file.
- 6.1.6 Contractor shall develop a tracking mechanism for participants

who complete treatment, who fail to comply with treatment, and who return for services.

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

#### 6.2 GR AND GROW

- 6.2.2 Contractor shall utilize the General Relief Opportunities for Work Progress Report DVS, ABP 1469 DVS (Appendix B, Exhibit 12) to report participant discharge, termination or changes.
  - 6.2.2.1 Contractor may bill for services provided to a terminated GR/GROW participant for a period not to exceed 30 days after notification of termination of GR/GROW eligibility has been received from DPSS. Contractor shall not be reimbursed for services provided to terminated GR/GROW Participants that exceed the 30-day limit.

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

- **6.3.1** Under this SOW, it is the choice of the participant when he/she wants to stop accessing services. There is no "completion of program" or point at which the participant is told that he/she may no longer access services, unless the participant is no longer eligible for such services.
- **6.3.2** Contractor shall not impose maximum time limits that a participant may remain in the program or dictate the type of services or frequency with which a participant must access services.
- **6.3.3** Contractor may establish written rules designed to maximize the safety and respect of staff and participants. If a participant violates such rules this shall serve as reason for no longer allowing a participant to access DVSS.
- **6.3.4** Contractor shall retain a copy of the rules in each participant's case file and document any rule violations in the case file for monitoring purposes.

# 7.0 OTHER REQUIREMENTS

# 7.1 Contractor Organization Capacity/Waiting Lists

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

# 7.2 Los Angeles County Domestic Violence Council Meetings

Contractor shall attend a minimum of <u>four</u> Los Angeles County Domestic Violence Council meetings per year. Contractor shall also attend bi-annual DPH DV providers' meetings.

#### 7.3 Public Statements

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

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

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

# 7.4 Equipment and Equipment Inventory

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

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

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

# 7.5 Civil Rights Training

Contractor shall ensure its direct service staff and volunteers attend a Civil Rights Training and provide certification to DPH verifying

completion or attendance of such. Contractor's staff shall be paid to attend the training, which shall be completed at least once every two years.

#### 7.6 Civil Rights Complaints and Procedures

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

- 7.6.1 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 7.6.2 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:
  - 7.6.2.1 Provide and assist CalWORKs and GR participants with completing a Complaint of Discriminatory Treatment, PA 607 form (Appendix B, Exhibit 15) in the participant's primary language, as necessary.
  - 7.6.2.2 Forward all PA 607 forms to DPSS within two (2) business days and maintain a copy.

#### 8.0 PERFORMANCE OUTCOMES

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

- 8.1 Legal Services Performance Outcomes are as follows:
  - a. Ensure that 80% of DVSS-Legal Services participants have a legal service plan based on their unique needs and circumstances.
  - b. Ensure that 80% of participants that need benefit access assistance services and advocacy are receiving the needed services tailored for their unique situation.
  - c. Ensure that 75% of participants have service plan goals to remove barriers that keep them from obtaining employment.

# 9.0 COUNTY DATA MANAGEMENT SYSTEM

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

# LEGAL SERVICES PERFORMANCE REQUIREMENTS SUMMARY CHART

LEGAL SERVICES PERFORMANCE OUTCOMES				
SERVICE STANDARD	INDICATOR	MEASUREMENT METHOD		
<ul> <li>a) Ensure that 80% of DVSS-Legal Services participants have a legal service plan based on their unique needs and circumstances.</li> </ul>	Monthly Invoice & Chart Review	Review new participants on invoice and check for a service plan billed for them during the month <b>Denominator</b> = All new participants billed		
		during the month <b>Numerator</b> = Participants that received a service plan in the same billing month [DPH OWH will take the annual average]		
<ul> <li>b) Ensure that 80% of participants that need benefit access assistance services and advocacy are receiving the needed services tailored to their unique situation.</li> </ul>	Monthly Management Report & Chart Review	Monthly Management Report will capture: (1) The number of participants identified in need of benefit access assistance and advocacy (2) The number of participants provided benefit access assistance and advocacy)		
		<b>Denominator</b> = All participants identified as needing benefits access assistance and/or advocacy <b>Numerator</b> = Participants that received assistance and/or advocacy in the same billing month [DPH OWH will take the annual average]		
<ul> <li>c) Ensure that 75% of participants have service plan goals to remove barriers that keep them from obtaining work</li> </ul>	Monthly Management Report & Chart Review	Review all participants and check if they had a service plan goal Denominator = All participants billed during the year Numerator = Participants that received a service plan in the year		

# Domestic Violence Supportive Services – Case Management Services Pricing Schedule

Below are the rates of domestic violence services by service type.

Service Unit	<u>Rates</u>
Per Assessment	\$120.03 flat rate
Per Plan	\$87.30 flat rate
Per Plan	\$74.14 flat rate
Per Participant (Individual)	\$92.75 per hour
Family (Participant and child(ren))	\$120.03 per hour
Per Participant	\$136.40 per hour
Per Participant	\$54.56 per hour
Per Participant	\$81.84per hour
Per Participant	\$54.56 per hour
Per Participant	\$54.56 per hour
Per Participant	\$81.84 per hour
Per Participant or Family of 4	\$81.84per night (\$16.37 per night for each additional family member up to a maximum of \$163.68 per night)
Per Participant	\$19.64 per hour
Per Participant	Actual Cost
Per Presentation	\$81.84 flat rate
Per Event	\$81.84 flat rate, for a maximum of \$545.60 per month
	Per Assessment Per Plan Per Plan Per Participant (Individual) Family (Participant and child(ren)) Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant or Family of 4 Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant Per Participant

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

# <u>Domestic Violence Supportive Services –</u> <u>Legal Services Pricing Schedule</u>

Below are the rates for domestic violence legal services by service type and by personnel.

Service Description	Service Unit	Para Professional Hourly Rates	<u>Attorney</u> <u>Hourly</u> <u>Rates</u>	<u>Flat Rate</u>
Assessment and Developr of Service Plan	ment Per Participant			\$218.24
Family Law	Per Hour	\$87.30	\$147.31	
Restraining Order	Per Hour	\$87.30	\$147.31	
Immigration Law	Per Hour	\$87.30	\$147.31	
Benefits Access Assistance/Advocacy	Per Hour	\$87.30	\$147.31	
Other Legal Assistance	Per Hour	\$87.30	\$147.31	
Translator/ Translation Services	Per Participant	Actual Cost		
Legal Services Group Workshop	Per Session			\$54.56