

902



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
May 19, 2009

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT # AA 3175-00 WITH
VOLUNTEER CENTER OF RIVERSIDE COUNTY TO PROVIDE 2-1-1 SERVICES FOR FY 09/10**

RECOMMENDED MOTION: That the Board of Supervisors Approve and:

1. Authorize the Chairman of the Board to execute the attached Agreement # AA 3175-00, without competition, between the Department of Public Social Services (DPSS) and the Volunteer Center of Riverside County to provide 2-1-1 services for the period of July 1, 2009 through June 30, 2010 for an amount not to exceed \$70,000.
2. Authorize the Purchasing Agent to approve and execute any future ministerial amendments for this agreement; and
3. Authorize the Director of DPSS to administer the Agreement with Volunteer Center of Riverside County.

Susan Loew

Susan Loew, Director

(CONTINUED - 2 PAGES IN TOTAL)

FINANCIAL DATA

Current F.Y. Total Cost:	\$70,000	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 4,277	Budget Adjustment:	NO
Annual Net County Cost:	\$ 4,277	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Federal -54.23%, State - 33.80%, County- 5.72%, Realignment - 5.65%, Other - 0.60%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Consent
 Policy
 Consent
 Policy
 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 6/17/08 (# 3.31); 11/21/06 (#3.17) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.37

Mark Seiler
 Mark Seiler, Assistant Director
 County Purchasing Department

Larisa R. McKenna
 Larisa R. McKenna
 County Counsel

TO: BOARD OF SUPERVISORS

DATE: 05/19/09

Page: 2

SUBJECT: Agreement # AA 3175-00 FY 09/10 – Volunteer Center of Riverside County for 2-1-1 Services for DPSS Programs.

BACKGROUND:

The Volunteer Center of Riverside County is a non-profit organization that provides telephone information and referral services. DPSS has contracted with the Volunteer Center for the past two years, and wishes to continue its support of the Volunteer Center of Riverside County for the 09/10 fiscal year.

2-1-1 Riverside County was launched by the Volunteer Center of Riverside County on July 1, 2005 to link people with the information about community resources to meet their health and human service needs. The California Public Utilities commission ruled in August 2004, that the Volunteer Center of Riverside County was designated as the sole 2-1-1 provider for this county.

Information is power and 2-1-1 continues to link the residents of Riverside County with the power to find solutions and get help. A comprehensive 2-1-1 service provides information and referral about all types of community services and resources, spanning all demographic groups within the geographic area being served.

Reports from the Volunteer Center indicate that 2-1-1 referrals to DPSS for services, is the second highest referral that they make. In addition, 2-1-1 connects DPSS clients to various resources such as housing, nutrition, healthcare services and other supportive services.

Through this continuation of support, the Volunteer Center of Riverside County will provide useful client level statistical information to all DPSS supported programs.

FINANCIAL DATA:

This Agreement shall allocate \$70,000 for the period of July 1, 2009 through June 30, 2010 with no renewal options.

Federal – 54.23%, State – 33.80%, County 5.72%, Realignment – 5.65%, Other – 0.60%

CONCUR/EXECUTE – County Purchasing

Date: April 8, 2009
From: Susan Loew Department/Agency: Department of Public Social Services
To: Board of Supervisors
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: 2-1-1 Information and Referral Services

211 is a three digit easy to remember number that was designated by the Federal Communications Commission to facilitate connection with the local health and human service information providers. The California Public Utilities commission ruled in August 2004, that the Volunteer Center of Riverside County was designated as the sole 211 provider for Riverside County. The Volunteer Center maintains a comprehensive web-based database of over 800 agencies and 2200 community programs to help 211 specialists respond to callers' needs.

Supplier being requested: Volunteer Center of Riverside County

Alternative suppliers that can or might be able to provide supply/service: None. The Volunteer Center of Riverside County is the sole provider of 2-1-1 Services in Riverside County.

Extent of market search conducted: 2-1-1 Riverside County was launched by the Volunteer Center of Riverside County on July 1, 2005 to link people with the information about community resources to meet their health and human service needs. The California Public Utilities commission ruled in August 2004, that the Volunteer Center of Riverside County was designated as the sole 2-1-1 provider for this county.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Information is power and 2-1-1 continues to link the residents of Riverside County with the power to find solutions and get help. A comprehensive 2-1-1 service provides information and referral about all types of community services and resources, spanning all demographic groups within the geographic area being served.

Reasons why my department requires these unique features and what benefit will accrue to the county: DPSS has contracted with the Volunteer Center for the past three years, and wishes to continue its support during the 09/10 fiscal year. The Board of Supervisors approved agreement # AA 3175-00 for FY 08/09 without competition on June 17, 2008 (Agenda Item # 3.31). The original agreement was approved by the Board for a two year period of July 1, 2006 through June 30, 2008 on November 21, 2006 (Agenda Item # 3.17). The 09/10 agreement requires board approval, as there are no renewal options for the current agreement which expires June 30, 2009.

The renewal of this agreement without competition will ensure that 2-1-1 continues to connect DPSS clients to various resources. Through this continuation of support, the Volunteer Center of Riverside County will continue to provide client level statistical information to all DPSS supported programs.

Price Reasonableness: DPSS has contracted with the Volunteer Center since FY 06/07. The 09/10 Maximum Reimbursable Amount of \$70,000 remains unchanged from previous funding levels of Fiscal Years 06/07, 07/08, and 08/09. Several funding sources contributed to the successful development and launch of 211, including First Five Riverside, United Way, County of Riverside CDBG funds, the cities of Riverside County, Bank of America, the Weingart Foundation, Desert Healthcare District, and the Community Foundation Serving Riverside and San Bernardino Counties. The Riverside County Executive Office continues to work with departments that fund 2-1-1 services to ensure a coordinated effort.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **NO**

Susan Loew 4-13-09
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
Mark 5-19-09
Purchasing Agent Date

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503


PROFESSIONAL SERVICES AGREEMENT: AA 3175-00
 CONTRACTOR: Volunteer Center of Riverside County
 AGREEMENT TERM: July 1, 2009 through June 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$70,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide 2-1-1 services for DPSS clients;

WHEREAS, Volunteer Center of Riverside County is qualified to provide 2-1-1 services;

WHEREAS, DPSS desires, Volunteer Center of Riverside County hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Jeff Stone	 Printed Name of Person Signing: Roberta Neff
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 2060 University Avenue, Suite 212 Riverside, CA 92517-5376
Date Signed:	Date Signed: 5.22.09

FORM APPROVED COUNTY COUNSEL
 BY: 
 LARISA R-MCKENNA DATE

VOLUNTEER CENTER OF RIVERSIDE COUNTY

2-1-1 SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits
Exhibit A - DPSS 2076A and Instructions

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "2-1-1" refers to a three-digit easy to remember number that was designated by the Federal Communications Commission to facilitate connection with the local health and human service information provider.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign DPSS staff to be the liaison between the Contractor and DPSS.
- B. DPSS will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Provide written approval of any subcontractor providing 2-1-1 related services and ensure that DPSS maintains a current copy of the executed subcontract agreement.

III. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- A. Designate personnel to be the liaison between the Contractor and DPSS.
- B. Provide free telephone access for 2-1-1 to Riverside County callers twenty-four (24) hours each day for seven (7) days a week.
- C. Provide trained 2-1-1 Specialists. Training shall include recognizing and reporting child abuse.
- D. Provide crisis intervention contact information during non-business hours, including weekends and holidays.
- E. Assess callers' needs for community resources and provide referrals to local community resources that will address identified needs.
- F. Maintain a log of callers' zip codes, needs, and referrals and track data electronically in order to meet the reporting requirements of this agreement in a timely manner.
- G. Maintain and update resources on-line at www.211riversidecounty.com website that will allow people to search for desired services in their region of the county.

- H. Request DPSS written approval prior to the execution of any subcontract and ensure that DPSS is provided with a copy of the executed subcontract agreement.
- I. Develop, maintain, and monitor agreements entered into with subcontractors to ensure full compliance with all of the terms and conditions of this agreement.
- J. Verify that the resource database contains information about resources that will be useful to the targeted population, which will include at-risk, low risk, and families with special needs, such as disabilities, foster care, and adoption.
- K. Perform monthly outreach to the community to promote Inform Riverside County. The Contractor shall distribute printed material outlining 2-1-1 services, attend health fairs and contact child service providers, such as schools, healthcare clinics, daycare centers, etc., to promote utilization of services provided.
- L. Maintain a current log of events and community contacts.
- M. Provide services in both English and Spanish.
- N. Preference shall be given to clients who are residents of Riverside County.

IV. REPORTING PROVISIONS

- A. The Contractor shall supply statistics to all DPSS supported programs upon request.
- B. On a Quarterly basis, the Contractor will provide a report containing the following statistical data: call volume, areas of need, city and zip codes of call origination, resource linkage and referrals, and any other pertinent information that clearly demonstrate demand for 2-1-1 services. Each Quarterly report shall be submitted electronically to DPSS Contracts Administration Unit and Children's Services Division at contractreporting@riversidedpss.org and mmathis@riversidedpss.org

AND

One (1) hard copy must be submitted to:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

V. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$70,000.

B. COST OF SERVICE

The Contractor shall be paid for the following approved 2-1-1 expense categories only: Salaries, Telephones, and Subcontracts. The Contractor shall submit invoices each month detailing expenses charged to Riverside County DPSS which are assigned a

VCRC code of 2101. All invoices must clearly identify items being charged to Riverside County DPSS separate from charges being billed to other funding sources.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by the following supporting documentation: detailed expense reports and VCRC Payroll register, VCRC employee timesheets, and VCRC Schedules A and B. All supporting documentation shall accompany DPSS form 2076A for all requests for payment. If the required supporting documentation is not provided, DPSS may delay payment until the requested documentation is received.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. All completed claims must be submitted on a monthly basis no later than 30 days after the end of the month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
4. The Contractor shall submit DPSS Form 2076A attached hereto with instructions as Exhibit A and incorporated herein by this reference.
5. Each claiming period shall consist of a calendar month claiming period. Contractor invoice estimates for May and June 2010 are due no later than June 7, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable

times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.

F. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

G. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

H. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

VI. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010.

B. CONFLICT OF INTEREST

The Contractor, Contractors employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be submitted as follows:

DPSS:

Electronic Submission : contractreporting@riversidedpss.org **AND**
mmathis@riversidedpss.org

All other documents, requiring manual submission shall be addressed as follows:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Volunteer Center of Riverside County
2060 University Ave., Suite 212
Riverside, CA 92507-5210

All notices shall be deemed effective when they are made in writing, electronically mailed or addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

E. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at www.cdss.ca.gov/cdssweb and perform a search for "Publication 13."

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.
- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

H. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular

- insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
 3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
 4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder shall be void and of no force or effect.

L. PERSONNEL DISCLOSURE

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

M. SUBCONTRACT FOR SERVICES

The Contractor shall notify and receive written approval from DPSS prior to entering into an agreement with any other party to furnish any of the services herein contained in this agreement. This provision does not pertain to agreements of employment made between the Contractor and Volunteer Center personnel assigned to perform services.

N. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

O. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

Q. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be

disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the agreement pending DPSS' decision.

R. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or

Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

S. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

T. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

U. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

V. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

CONTRACTOR PAYMENT REQUEST

DPSS 2076A (Rev: SEPTEMBER, 2007)

EXHIBIT A

TO: **Riverside County**
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

FROM: _____
Vendor's Invoice Number _____
Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contract Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

Advance Payment \$ _____
(If allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if required)

Unit of Service Payment \$ _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to:

_____ Name _____ Phone # _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____

Purchase Order # (10) _____

FISCAL Invoice # _____

Account (6) _____

Amount Authorized _____

Comments
if amount
authorized
is different
from amount
requested

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Program (If applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A**

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

**FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST**

"Vendor's Invoice Number"
Number assigned by Vendor for Internal tracking purpose.

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank)*.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.