

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

238



FROM: DEPT. OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 23, 2009

SUBJECT: Approval of the Agreements with Family Services of the Desert and Alternatives to Domestic Violence to provide Domestic Violence Advocacy Intervention services for the Department of Public Social Services.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to execute the one year professional service agreements with Family Services of the Desert for \$161,100.00 and Alternatives to Domestic Violence for \$128,747.00 annually which contains an option to renew the agreements for two additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

(Continued -2 PAGES IN TOTAL)

Susan Loew
Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 289,847	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 23,478	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2009-10

SOURCE OF FUNDS: Federal 63.5%, State 28.4%, County 8.1%	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

Dept' Recomm.:
Per Exec. Ofc.:
 Consent
 Policy

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna*
LARISA R-MCKENNA
DATE: 6/23/09
Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director
Departmental Concurrence

Prev. Agn. Ref.: *2009-10-01-21* | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.41

TO: Board of Supervisors

DATE: June 23, 2009

SUBJECT: Agreements with Family Services **PAGE:** 2
of the Desert and Alternatives to Domestic
Violence

BACKGROUND:

Department of Public Social Services goal is to assist victims of domestic violence with identifying, escaping, and stopping further abuse, to enhance the victim's ability to locate, secure and retain employment that will lead to family self-sufficiency, and provide services necessary for the family's safety and well-being.

County Purchasing released a Request for Proposal, to secure domestic violence advocacy and intervention services. Notices about the RFP were mailed to 87 agencies and advertised on the County's Internet. 4 responses were received, with proposals submitted by: All of God's Children, Alternatives to Domestic Violence, Family Service of the Desert and Human Arrow.

The proposals were reviewed by an evaluation team consisting of personnel from several County Agencies. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform the services, capability of the vendor, references, and the overall cost to the County. Alternatives to Domestic Violence was selected as the most responsive and responsible vendor for the Western Riverside Region, submitting an annual cost that shall not exceed \$128,747.00. Family Services of the Desert was selected as the most responsive and responsible vendor for the Desert Region, submitting an annual cost that shall not exceed \$161,100.00. The other bidders proposed fees ranged from \$153,050.00 to \$846,552.00.

Therefore, the Director of DPSS requests your approval of the recommended motions.

FINANCIAL IMPACT:

Federal 63.5%, State 28.4%, County 8.1%

REVIEW/APPROVAL: Purchasing

SL/cg

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

PROFESSIONAL SERVICES AGREEMENT: CW4312-00
 CONTRACTOR: Family Services of the Desert
 AGREEMENT TERM: July 01, 2009 through June 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$161,100.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Domestic Abuse Advocacy Intervention Services to screen, counsel, provide legal services, living skills training and provide appropriate referrals for CalWORKs applicants and recipients who are victims of domestic abuse;

WHEREAS, Family Services of the Desert is qualified to provide Domestic Abuse Advocacy Intervention Services to screen, counsel, provide legal services, living skills training and provide appropriate referrals for CalWORKs applicants and recipients who are victims of domestic abuse;

WHEREAS, DPSS desires Family Services of the Desert, 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 Board:	Authorized Signature for Contractor:
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: John Brown
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street, 2 nd floor Riverside, CA 92501	Address: 81-711 Hwy 111. Ste. 101 Indio CA. 92201
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: Larisa R-Mckenna DATE: 4/8/09
 LARISA R-MCKENNA

FAMILY SERVICES OF THE DESERT

DOMESTIC VIOLENCE ADVOCACY INTERVENTION SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits

- Exhibit A- DPSS 2076A
- Exhibit B- DPSS 2076B
- Exhibit C- Instructions for DPSS 2076A
- Exhibit D- Instructions for DPSS 2076B
- Exhibit E- Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "CalWORKs" shall mean California Work Opportunity and Responsibility to kids
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services (DPSS). For purposes of this RFP, DPSS and County are used interchangeably.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- E. "GAIN" shall mean Greater Avenues to Independence.
- F. "ICCM" shall mean Initial Contact Case Management meetings that refer to a three (3) hour orientation session that is provided by employment services counselors to CalWORKs applicants prior to their eligibility determination.
- G. "TAMD" shall mean Temporary Assistance Medi-Cal Division.
- H. "Willing CalWORKs referral" shall mean clients of DPSS CalWORKs program, who are referred to the Contractor and have agreed to avail themselves of domestic abuse intervention and support services provided by the Contractor and other community service providers.

I. "Units of Service" refers to the following: ***Description Column is all inclusive**

Screening / Assessments	
Meaning	Description
A single session with one (1) client is a single Unit	<ul style="list-style-type: none"> * 60 minutes of face-to-face time with client * Develop Individualized service plan for individual client. * Administrative Support (reporting, making phone calls); * Operating Costs.
Individual Counseling	
Meaning	Description
A single session with one (1) client is a single Unit. Cannot exceed 4 hours per client.	<ul style="list-style-type: none"> * 50 minutes of face-to-face time with client * Case Management (Documenting notes, contacting Social Worker); * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs
Group (Counseling, Domestic Violence)	
Meaning	Description
Each Group is a single Unit. The client ratio cannot be less than 4 clients and exceed 15 clients to one (1) facilitator.	<ul style="list-style-type: none"> * 90 minute sessions; * Case Management (Documenting notes, contacting Social Worker); * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.
Training	
Meaning	Description
1 hour of training per client is a single unit. Cannot exceed 16 hours of training per client.	<ul style="list-style-type: none"> * 60 minute Parenting Skills/Independent living skills training * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.
Legal Services	
Meaning	Description
1 Temporary Restraining order per client is a single unit.	<ul style="list-style-type: none"> * Provide legal assistance for obtaining temporary restraining order. * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.

II. DPSS RESPONSIBILITIES

A. DPSS will:

1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
2. 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.
3. Pay the Contractor for service delivery to eligible clients as specified in the Contractor Responsibilities section.
4. Refer eligible CalWORKs clients for services.
5. Inform CalWORKs applicants and recipients verbally and in writing, and to the extent required by law, in the language understood by the recipient, of the availability of services designed to assist individuals to identify, escape, or stop future domestic abuse as well as to deal with the effects of domestic abuse.

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Assign staff to act as a liaison between the Contractor and DPSS.
2. Provide Domestic Abuse Advocacy Intervention Services to CalWORKs clients referred by Riverside County, DPSS and/or self-referred CalWORKs clients from **Zone 2**, Hot Desert Area (Blythe, Cathedral City, Coachella, Desert Center, Eagle Mountain, Desert Hot Springs, Indian Wells, Indio, Indio Hills, DHS, Sky Valley, La Quinta, Mecca, North Shore, Midland, Palm Desert, Palm Springs, Rancho Mirage, Ripley, Thermal, Oasis, Salton Sea, Thousand Palms and Whitewater)
3. Serve CalWORKs applicants and recipients receiving welfare assistance and who are victims of domestic violence under this contract.
4. Screen 100% of willing DPSS CalWORKs referrals who attend an appointment to determine individual needs.
5. Assess and document the needs of the CalWORKs clients and develop individualized service plan for each CalWORKs client. The service plan shall identify short-term behavioral objectives which confirm achievement of the service plan goals.
6. Provide 100% of willing DPSS CalWORKs referrals, who self-disclose abusive situations, and who attend and assessment interview with an in-depth assessment by the Domestic Abuse Advocate to determine specific services necessary to assist the client in escaping or stopping further abuse.

7. Provide 100% of willing DPSS CalWORKs referrals, who receive in-depth assessment, with services that include, but are not limited to:
 - a. Access to the Contractor's or another 45-day day emergency shelter for woman and children based on need and availability;
 - b. Domestic abuse victim's individual and group counseling at the Contractor's shelter and community-based counseling center;
 - c. Parenting skills and independent living skills training at the Contractor's shelter and counseling center;
 - d. Temporary Restraining Orders as necessary for safety; and
 - e. Other service referrals determined necessary to assist the client to become safe and self-sufficient.
8. Provide on-site safety assessment and planning and offer referrals for necessary services the client may need to help prevent the occurrence or reoccurrence of domestic abuse.
9. Conduct at least one (1) follow up contact with 100% of willing DPSS CalWORKs referrals that are referred for domestic abuse interventions after completion of services.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$161,100.00.

B. UNIT OF SERVICE

Service Type	Number of Units	Unit Cost	Annual Cost
Screening	84	\$125.00	\$10,500
Individual Counseling	336	\$80.00	\$26,880
Group Counseling	12	\$230.00	\$2,760
Training	1,344	\$80.00	\$107,520
Legal Services	84	\$160.00	\$13,440

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

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
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 each 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 Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
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. ADVANCE PAYMENT

DPSS may issue a one-time advance payment to the Contractor in an amount not to exceed 25 percent (\$40,275.00) of the amount of the Agreement upon written request by the Contractor utilizing Form DPSS 2076A (Exhibit A). With each monthly billing beginning with the July 2009 invoice, DPSS shall recoup 1/12 (\$3,356.25) of the advance payment monthly. If at the end of the Agreement term, sufficient units have not been served and invoiced to recoup the entire advance balance, the Contractor's final invoice shall be used to offset any remaining advance payment balance. Any remaining advance payment balance will be handled as in Section IV.H.

H. 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.

I. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010 with two year options, renewable in one-year increments, with no obligation by the County of Riverside.

B. CONFLICT OF INTEREST

The Contractor, Contractor's 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 addressed as follows:

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

CONTRACTOR: Family Services of the Desert
Executive Director
81-711 Hwy 111, Ste.101
Indio CA. 92201

All notices shall be deemed effective when they are made in writing, 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 shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date Exhibit E and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

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 <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

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.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law

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 coverages during the term of this Agreement.

A. Workers' Compensation:

If the 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. The 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.

B. 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, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, 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.

C. 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 Anger Management 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.

D. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then 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 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, 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 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 its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such 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 unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such selfinsured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified 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 that 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 coverages 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 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 without said consent shall be void and of no force or effect.

L. 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 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.

M. REPORTING

On a monthly basis, the contractor shall provide the following reports listed below to Contractreporting@riversidedpss.org.

1. Number of CalWORKs clients and names of CalWORKs clients who are referred to the domestic abuse advocates for domestic abuse intervention services.
2. Number of referred CalWORKs clients and names of CalWORKs clients who are assessed for their safety and services needs.
3. Number and types of service referrals that CalWORKs clients received.
4. Case reference number, gender, and ethnicity.
5. Provide an annual narrative report summarizing the Contractor's services provided to the county.

N. 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.

O. 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.

P. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

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. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT 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, martial 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 HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Director's Signature

Address of Vendor/Recipient

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

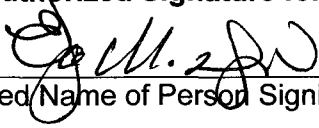
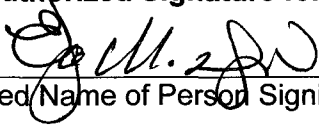
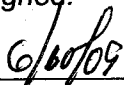
PROFESSIONAL SERVICES AGREEMENT: CW4313-00
 CONTRACTOR: Alternatives to Domestic Violence
 AGREEMENT TERM: 07/01/2009 – 06/30/2010
 MAXIMUM REIMBURSABLE AMOUNT: \$128,747.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Domestic Abuse Advocacy Intervention Services to screen, counsel, provide legal services, living skills training and provide appropriate referrals for CalWORKs applicants and recipients who are victims of domestic abuse;

WHEREAS, Alternatives to Domestic Violence is qualified to provide Domestic Abuse Advocacy Intervention Services to screen, counsel, provide legal services, living skills training and provide appropriate referrals for CalWORKs applicants and recipients who are victims of domestic abuse;

WHEREAS, DPSS desires Alternatives to Domestic Violence, 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 Board:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Eliza Daniely-Woolfolk
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street, 2 nd floor Riverside, CA 92501	Address: 4351 Latham St., Suite 201 Riverside CA, 92502
Date Signed:	Date Signed: 

FORM APPROVED COUNTY COUNSEL
 BY:  6/9/09
 LARISA R-MCKENNA DATE

ALTERNATIVES TO DOMESTIC VIOLENCE

DOMESTIC VIOLENCE ADVOCACY INTERVENTION SERVICES

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

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List of Exhibits

- Exhibit A- DPSS 2076A
- Exhibit B- DPSS 2076B
- Exhibit C- Instructions for DPSS 2076A
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- Exhibit E- Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "CalWORKs" shall mean California Work Opportunity and Responsibility to kids
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services (DPSS). For purposes of this RFP, DPSS and County are used interchangeably.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- E. "GAIN" shall mean Greater Avenues to Independence.
- F. "ICCM" shall mean Initial Contact Case Management meetings that refer to a three (3) hour orientation session that is provided by employment services counselors to CalWORKs applicants prior to their eligibility determination.
- G. "TAMD" shall mean Temporary Assistance Medi-Cal Division.
- H. "Willing CalWORKs referral" shall mean clients of DPSS CalWORKs program, who are referred to the Contractor and have agreed to avail themselves of domestic abuse intervention and support services provided by the Contractor and other community service providers.

I. "Units of Service" refers to the following: *Description Column is all inclusive

Screening / Assessments	
Meaning	Description
A single session with one (1) client is a single Unit	<ul style="list-style-type: none"> * 60 minutes of face-to-face time with client * Develop Individualized service plan for individual client. * Administrative Support (reporting, making phone calls); * Operating Costs.
Individual Counseling	
Meaning	Description
A single session with one (1) client is a single Unit. Cannot exceed 4 hours per client.	<ul style="list-style-type: none"> * 50 minutes of face-to-face time with client * Case Management (Documenting notes, contacting Social Worker); * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs
Group	
Meaning (Counseling, Domestic Violence)	Description
Each Group is a single Unit. The client ratio cannot be less than 4 clients and exceed 15 clients to one (1) facilitator.	<ul style="list-style-type: none"> * 90 minute sessions; * Case Management (Documenting notes, contacting Social Worker); * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.
Training	
Meaning	Description
1 hour of training per client is a single unit. Cannot exceed 16 hours of training per client.	<ul style="list-style-type: none"> * 60 minute Parenting Skills/Independent living skills training * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.
Legal Services	
Meaning	Description
1 Temporary Restraining order per client is a single unit.	<ul style="list-style-type: none"> * Provide legal assistance for obtaining temporary restraining order. * Overhead: <ul style="list-style-type: none"> • Administrative Support (record keeping, reporting, making phone calls) • Operating Costs.

II. DPSS RESPONSIBILITIES

A. DPSS will:

1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
2. 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.
3. Pay the Contractor for service delivery to eligible clients as specified in the Contractor Responsibilities section.
4. Refer eligible CalWORKs clients for services.
5. Inform CalWORKs applicants and recipients verbally and in writing, and to the extent required by law, in the language understood by the recipient, of the availability of services designed to assist individuals to identify, escape, or stop future domestic abuse as well as to deal with the effects of domestic abuse.

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Assign staff to act as a liaison between the Contractor and DPSS.
2. Provide Domestic Abuse Advocacy Intervention Services to CalWORKs clients referred by Riverside County, DPSS and/or self-referred CalWORKs clients from **Zone 1** Western Riverside County (Colton, Corona, Elsinore, Homeland, March AFB, Mira Loma, Moreno Valley, Norco, Nuevo/Lakeview, Perris, Riverside, Romoland, Sun City, Quail Valley, Canyon Lake, Wildomar, Aguanga, Anza, Banning, Beaumont, Cherry Valley, Cabazon, Calimesa, Hemet, Valle Vista, Idyllwild, Menifee, Mountain Center, Murrieta, San Jacinto, Gilman Springs, Temecula and Winchester).
3. Serve CalWORKs applicants and recipients receiving welfare assistance and who are victims of domestic violence under this contract.
4. Screen 100% of willing DPSS CalWORKs referrals who attend an appointment to determine individual needs.
5. Assess and document the needs of the CalWORKs clients and develop individualized service plans for each CalWORKs client. The service plan shall identify short-term behavioral objectives which confirm achievement of the service plan goals.
6. Provide 100% of willing DPSS CalWORKs referrals, who self-disclose abusive situations, and who attend and assessment interview with an in-depth

assessment by the Domestic Abuse Advocate to determine specific services necessary to assist the client in escaping or stopping further abuse.

7. Provide 100% of willing DPSS CalWORKs referrals, who receive in-depth assessment, with services that include, but are not limited to:
 - a. Access to the Contractor's or another 45-day day emergency shelter for woman and children based on need and availability;
 - b. Domestic abuse victim's individual and group counseling at the Contractor's shelter and community-based counseling center;
 - c. Parenting skills and independent living skills training at the Contractor's shelter and counseling center;
 - d. Temporary Restraining Orders as necessary for safety; and
 - e. Other service referrals determined necessary to assist the client to become safe and self-sufficient.
8. Provide on-site safety assessment and planning and offer referrals for necessary services the client may need to help prevent the occurrence or reoccurrence of domestic abuse.
9. Conduct at least one (1) follow up contact with 100% of willing DPSS CalWORKs referrals that are referred for domestic abuse interventions after completion of services.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$128,747.00

B. UNIT OF SERVICE

Service Type	Number of Units	Unit Cost	Annual Cost
Screening	84	\$55.80	\$4,687
Individual Counseling	336	\$105.50	\$35,448
Group Counseling	12	\$158.25	\$1,899
Training	1,344	\$55.80	\$74,995
Legal Services	84	\$139.50	\$11,718

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

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.

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 each 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 Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
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.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through June 30, 2010 with two year options, renewable in one-year increments, with no obligation by the County of Riverside.

B. CONFLICT OF INTEREST

The Contractor, Contractor's 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 addressed as follows:

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

CONTRACTOR: Alternatives to Domestic Violence
Chief Executive Officer
P.O. Box 910
Riverside, CA 92502

All notices shall be deemed effective when they are made in writing, 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 shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit E** and incorporated herein by this reference. The Contractor will sign and date Exhibit E and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

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 <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

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.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law

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 coverages during the term of this Agreement.

A. Workers' Compensation:

If the 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. The 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.

B. 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, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, 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.

C. 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 Anger Management 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 Tall 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.

D. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then 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 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, 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 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 its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such 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 unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such selfinsured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified 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 that 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 coverages 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 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 without said consent shall be void and of no force or effect.

L. 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 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.

M. REPORTING

On a monthly basis, the contractor shall provide the following reports listed below to Contractreporting@riversidedpss.org.

1. Number of CalWORKs clients and names of CalWORKS clients who are referred to the domestic abuse advocates for domestic abuse intervention services.
2. Number of referred CalWORKs clients and names of CalWORKs clients who are assessed for their safety and services needs.
3. Number and types of service referrals that CalWORKs clients received.
4. Case reference number, gender, and ethnicity.
5. Provide an annual narrative report summarizing the Contractor's services provided to the county.

N. 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.

O. 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.

P. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

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. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

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, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT 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, martial 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 HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Date

Director's Signature

Address of Vendor/Recipient