

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

435



FROM: Department of Public Social Services

SUBMITTAL DATE:
December 22, 2009

SUBJECT: Approval of Agreement with Family Services of the Desert for Blythe Counseling and Parenting Education Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached single source Agreement # CS-01519 with Family Services of the Desert for the period of January 1, 2010 through June 30, 2010 for an amount not to exceed \$50,000 to supply counseling and parenting education services in Blythe, with two options to renew in one-year increments not to exceed \$50,000 annually;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
3. 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.

Susan Loew

Susan Loew, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 1,275	Budget Adjustment:	No
Annual Net County Cost:	\$ 1,275	For Fiscal Year:	09-10

SOURCE OF FUNDS:

Federal Funding: 47.59%; State Funding: 33.32%; County Funding: 2.55%;
Realignment Funding: 16.54%

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

- Dep't Recomm.: Policy
- Per Exec. Ofc.: Policy
- Consent
- Consent

Prev. Agn. Ref.:

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.43

Max Serber
County Purchasing Department

Departmental Concurrence

County Counsel

TO: BOARD OF SUPERVISORS

DATE: December 22, 2009

SUBJECT: Approval of Agreement with Family Services of the Desert for Blythe Counseling and Parenting Education Services

BACKGROUND:

AB 636, the California Outcomes and Accountability Act requires Riverside County to develop and implement a System Improvement Plan (SIP) focused on improving outcomes for children in the Child Welfare System. Riverside County's current SIP is focused on reducing the rate of foster care re-entry.

In an effort to improve the rate of foster care re-entry, families are provided with supportive services such as counseling and parenting education to improve their coping and parenting skills.

On August 18, 2009, Riverside County Purchasing and Fleet Services Department issued a formal request for proposal (RFP) DPARC-137 for Counseling and Parenting services in Blythe. A total of 48 vendors were notified and it was posted on the County Purchasing website. The RFP closed on September 16, 2009 and one response was received from the incumbent provider, Family Services of the Desert (FSOD).

FSOD continues to have difficulty sustaining their organization; however, they have provided adequate services to the Blythe area since December 1, 2006. Blythe is considered a hard to serve area due to lack of client volume and its remote location.

The Director of DPSS requests that the Board approve the attached agreement with Family Services of the Desert to provide counseling and parenting education services for the Blythe area.

FINANCIAL: The amount of \$50,000 was budgeted for these services through the normal County budgeting process. Option years two and three will be budgeted at \$50,000 annually.

ATTACHMENT: Agreement #CS-01519

CONCUR/EXECUTE: Purchasing and Fleet Services

SL:PR:clh

Original 1 of 4

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


SERVICES CONTRACT: CS-01519
CONTRACTOR: Family Services of the Desert
CONTRACT TERM: January 1, 2010 - June 30, 2010
MAXIMUM REIMBURSABLE AMOUNT: \$50,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Blythe Counseling and Parenting Education services.

WHEREAS, Family Services of the Desert is qualified to provide Blythe Counseling and Parenting Education services:

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 Contract.

Authorized Signature for County:	Authorized Signature for Family Services of the Desert
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 Riverside, CA 92501	Address: 81 711 Highway 111 Ste 101 Indio, CA 92201
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY: 
LARISA R-MCKENNA DATE:

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List of Exhibits

Exhibit A - Welfare and Institutions Code Section 16507.7

Exhibit B- DPSS 2076A & Instructions

Exhibit C- DPSS 2076B & Instructions

Exhibit D- Blythe Counseling and Parenting Education Report

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Family Services of the Desert.
- B. DPSS will monitor the performance of the Family Services of the Desert in meeting the terms, conditions and services in this Contract. 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.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor shall:

1. Provide staff trained in how to recognize and report abuse.
2. Have policies and procedures in place for reporting suspected incidents of child abuse and neglect.
3. Be required to immediately report to the referring social worker any changes in the family functioning which could place the children at risk.
4. Distribute parent weekly and final evaluations to each client.
5. Communicate periodically, no less than once per quarter, with the referring social worker about the family's efforts and progress in treatment.
6. Provide a postage paid customer satisfaction survey, to be designed by DPSS, to each family at the conclusion of their program. Clients shall mail the survey directly to DPSS.
7. Maintain an individual file for each Client served. All client records shall be maintained in such a manner to ensure client confidentiality and be HIPAA compliant. The file shall contain information as follows:
 - a. Client family contacts,
 - b. Client address and telephone number,

- c. Client copy of DPSS referral,
 - d. Copy of client service plan,
 - e. Written narratives of client family contacts,
 - f. Client progress and observations,
 - g. Client records of services provided,
 - h. Client contact narratives with the referring social worker and other service providers,
 - i. Client contact log,
 - j. Client pre- and post- tests,
 - k. Assessment of client service needs,
 - l. Case plan with time-limited objectives,
 - m. Basic demographic information, and
 - n. Client closing assessment and summary of services report.
8. Provide the services under the following guidelines:
- a. Observe the parent-child relationship and those programs which focus on addressing the specific developmental needs of children.
 - b. Meet the standards set forth in Section 16507.7 of the Welfare and Institutions Code, Exhibit A, attached hereto and incorporated herein by this reference.
 - c. All services shall be available in English and Spanish.
 - d. Services shall be available as follows:
 - i. Location: 1297 W. Hobsonway; Blythe, CA 92225
 - ii. Hours: M-W 8:30 AM to 5:00 PM
Note: Days and Hours are subject to Riverside County Department of Mental Health building availability.
9. Provide Counseling Services with the objective to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
10. Provide individual, conjoint, family, or group counseling services as follows:
- a. Individual psychological counseling sessions consist of a minimum of 45 minutes of face-to-face contact between the counselor and one client.
 - b. Conjoint or family counseling consists of a minimum of 45 minutes of face-to-face contact between the counselor and at least one family member.
 - c. Group counseling consists of a minimum of 45 minutes of face-to-face contact between the counselor and a group of clients. Client to facilitator ratio shall not exceed fifteen (15) clients to one (1) facilitator. Groups exceeding 15 clients shall have a group facilitator and co-facilitator.

- d. Clients served may include both children and adults.
11. Provide Parenting Education Classes with the objective to provide classes for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision.
 12. Conduct Parenting Education Classes in a group setting which may be presented through lecture, videotapes and/or group discussion.
 13. Ensure the ratio of Parent Education facilitators to participants shall not exceed fifteen (15) participants to one (1) facilitator.
 14. Provide a group Parenting Education program. Classes shall be at least one hour and forty-five minutes each and include an additional fifteen (15) minutes of individualized consultation and assistance for a total of two (2) hours per class.
 - a. Individualized assistance should help develop specific parenting strategies of intervention programs for specific behavioral problems, or if needed, provide additional time to meet with group facilitator.
 15. Provide Parenting Education course curriculum which typically focuses on:
 - a. Understanding the developmental needs and abilities of child(ren), developing appropriate expectations of children's behavior, improving adult verbal communication skills, developing appropriate disciplinary responses, knowing when and where to seek help and support, understanding the value of respite care, as well as guidelines related to appropriate supervision.
 - b. Enhancing the client's ability to nurture and support healthy psychosocial development in their children, age-appropriate childhood development, and attending to the physical, emotional, and psychological needs of their children through group discussions, homework assignments, and experiential group exercises.
 16. Ensure that Parenting Education services and curriculum are in conformance with Welfare and Institutions Code Section 16507.7.
 17. Respond to all referrals for services provided by DPSS Children's Services and engage identified clients in requested services.
 18. Communicate monthly with DPSS social workers to ensure client compliance with case plans and that clients are enrolled, participating and demonstrating progress in treatment services.
 19. Refer those clients who need specialized care for problems outside the scope of the contract, i.e., substance abuse, psychiatric services, medical services, etc., to the appropriate facility/organization for treatment.
 20. Provide a written summary to the referring social worker at the termination of services.

B. REPORTING

The Contractor shall:

1. On a monthly basis, send to DPSS by electronic e-mail the "Blythe Counseling/Parenting" report, found as Attachment D. Attachment D is attached hereto and incorporated herein by this reference. Submit original monthly reports no later than the 15th of the month following the service month with one copy sent electronically to the designated DPSS Program Development Unit liaison. Reports are to be e-mailed to the following address: contractreporting@riversidedpss.org and include:
 - a. Total count of the number of families served, by service type,
 - b. Total count of the number of families that completed their service plan,
 - c. Total count of the number of families that stopped participating, refused service or otherwise left the program,
 - d. Total count of the number of families served sorted by the Zip Code of their residence,
 - e. Unduplicated count of the number of families served by primary language, and
 - f. Unduplicated count of the number of families sorted by ethnicity.
2. On an annual basis, provide a report on their progress in achieving the following objectives:
 - a. 98% of all families referred by DPSS did not have their children removed during the provision of counseling and parenting services.
 - b. 95% of all families referred by DPSS did not have a new referral for counseling and parenting services within a one year period after services were completed.
3. Provide a written progress summary to the referring social worker at the termination of service.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$50,000.00.

2. LINE ITEM COST RATE

DPSS shall reimburse the Contractor for the cost of services as shown in the table below:

Description	DOLLAR AMOUNT	
	PER HOUR	PER YEAR
Salaries (Per Position)		
Licensed Clinician	\$ 33.00	\$ 24,367
Part Time Clinician	\$ 21.00	\$ 4,368
Program Manager	\$ 28.50	\$ 3,705
Operating Costs (Rent, Payroll Taxes, Employee Benefits Insurance, Payroll Processing fee, Telephone, and Mileage)		\$ 11,824
Equipment (Specify)		\$ 0
Other Costs: Administrative Overhead (4.725% of the Administrative Salary Expense)		\$ 5,736
Aggregate Total Amount		\$ 50,000

3. CLIENT FEES

Clients receiving services under this Agreement shall not be charged any additional fees.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. 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.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 20 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.

- d. The Contractor shall submit DPSS Forms 2076A (Exhibit B) and 2076B (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits B and C are attached hereto and incorporated herein by this reference for request of all payments.
- e. The Contractor shall itemize expenses monthly on the DPSS 2076B and attach any and all additional documentation and/or justification as requested by DPSS, such as, but not limited to, the following:
 1. Cancelled Checks
 2. Paid Invoices
 3. Credit Card statements
 4. Utility/Telephone Bills
 5. Time Sheets/Activity Reports
 6. Payroll register and summary
 7. Travel forms (mileage & reimbursements)
 8. Mileage, food, lodging expense reports
 9. Registration form and notification
 10. Travel Authorization
 11. General Ledger
 12. Salary and Benefit Cost
 13. Itemized detail of all indirect costs
- f. 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.

5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. 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.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. 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.
- b. 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 Contract, 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 Contract and the premises in which it is being performed.

- c. 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.
- d. 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 Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. 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. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. 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 Contract, 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.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract 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.

D. ADMINISTRATIVE

1. 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 Contract.

2. 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.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. 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 Contract, 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).

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

4. CLIENT CIVIL RIGHTS COMPLIANCE

a. 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, 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 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.

b. 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

c. 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:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) 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.
- (3) 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.

d. 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.

5. 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 Contract, 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 Contract. 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 Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. INSURANCE

a. 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 Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's 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.

(2) 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 Contract or be no less than two (2) times the occurrence limit.

(3) 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 Contractor'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 Contractor 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 a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

(4) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, 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 Contract 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 Insured(s).

b. 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 Contract. 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 self-insured retention as respects this Contract 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 Contract 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 it's 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 Contract 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 Contract,

including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract 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 Contract.
- (7) The insurance requirements contained in this Contract 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 Contract.

7. 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 Contract.

8. 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 Contract.

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 Contract. 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 Contract.

9. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, 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 without written consent of DPSS shall be deemed void and of no force or effect.

10. PERSONNEL

- a. 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:
 - i. All staff who work full or part-time positions by title, including volunteer positions; and
 - ii. A brief description of the functions of each position and hours each position worked; and
 - iii. The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that 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, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

- b. Conduct criminal background records checks on all employees, subcontractor, and volunteers providing services under this contract. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A certification of such clearance shall be retained in each individual's personnel file.
- c. Required Licenses or Certifications

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.

- d. Required Level of Education

Qualifications for Contractor's staff providing counseling services are:

- i. Professionals licensed by the California Board of Behavioral Sciences or California Board of Psychology to provide counseling services; or
- ii. Master's level professionals who are registered with the California Board of Behavioral Sciences or California Board of Psychology as interns who are under the supervision of a licensed professional; or
- iii. Trainees (in educational programs which lead to a degree to provide psychological therapy) under the supervision of a licensed professional.

11. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

12. 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 Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

13. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment 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;
- c. 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
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

14. 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.

15. HEALTH INSURANCE PORTABILITY 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

16. 501(c)(3) NON-PROFIT STATUS

In accordance with W&I code section 18983.5, the contractor shall be incorporated as a non-profit corporation and shall submit a copy of stated documentation confirming 501(c)(3) non-profit status to the DPSS Contracts Administration Unit annually. Documentation will include a Letter of Good Standing and confirmation of tax exempt status from the California Franchise Tax Board and Internal Revenue Service.

17. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

18. CONTRACT TRANSITION PERIOD

- a. The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.
- b. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

- (1) List of clients that include:
 - (a) Current contact information;
 - (b) Assigned social worker.

- (2) Discharge summary that includes:
 - (a) Services received;
 - (b) Number of hours of services completed;
 - (c) On-going service recommendations;
 - (d) Date for transferring responsibilities.

c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective January 1, 2010 to June 30, 2010, with 2 one-year renewal options.

B. NOTICES

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

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

VENDOR: Family Services of the Desert
 Executive Director
 81 711 Highway 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 Contract, 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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, 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 Contract pending DPSS' decision.

E. SANCTIONS

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

1. 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
2. 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
3. Withhold funds pending a cure of the breach; and/or
4. 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.

F. GOVERNING LAW

This Contract 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 Contract 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 Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, 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. Requests to modify fiscal provisions shall be submitted no later than May 1, 2010.

H. 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.

I. ENTIRE CONTRACT

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

Welfare and Institutions Code Section 16507.7

Each agency or entity, except for a community college, which offers a parenting course as part of a family maintenance or family reunification effort for a parent or parents of a child who has been adjudicated or is in the process of being adjudicated a dependent child of the court under Section 300, or whose family is participating in a voluntary family maintenance program, shall meet all of the requirements specified in this section. Effective July 1, 1992, organizations which receive state funding for the purpose of providing parenting courses shall meet those requirements as a condition of receiving state funding. The requirements are as follows:

- (a) Each parenting course shall be no more than six months in duration, and shall meet for a specified number of hours determined by each program as sufficient for the program to meet all of the requirements listed in subdivision (b).
- (b) The curriculum shall include all of the following components:
 - (1) Building self-esteem, including, but not limited to, parents' building a positive parental identity and building the self-esteem of their children.
 - (2) Handling stress and anger.
 - (3) The growth and development of children, including, but not limited to, safety, nutrition, and health.
 - (4) Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children.
 - (5) Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect.
 - (6) Learning the boundaries of permissible sexual conduct by adults with regard to children.
 - (7) Respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed in paragraphs (1) to (6), inclusive.
- (c) Each parenting course is encouraged to have a maximum parent to teacher ratio of 15 parents for each teacher.
- (d) Each parenting course is encouraged to conduct an initial assessment and interview of each parent enrolled in the course.
- (e) Each parenting course shall give a preliminary examination prior to the start of the parenting course and an examination at the conclusion of the parenting course to measure changes in parental attitudes.
- (f) Each parenting course shall enter into a written agreement with each parent with respect to the responsibilities a parent must satisfy in order to pass the course.
- (g) The staff of each parenting course shall have training in the following areas:
 - (1) The prevention of child abuse and neglect.
 - (2) Parenting techniques.
- (h) Each parenting course shall provide all of the following information to the county welfare department of the County in which the course is taught, for clients referred through child welfare services programs:
 - (1) Level of participation by parents.
 - (2) Number of course hours completed.
 - (3) Topics covered during attendance in class by a parent and topics covered during a parent's absence from class.
 - (4) Assessment of a parent's gain in his or her knowledge about parenting as demonstrated by tests prior to and after the parenting course.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

EXHIBIT B

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

Remit to Name		
Address		
City	State	Zip Code
Contractor Name		
Contract Number		

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

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

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

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

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

Any questions regarding this request should be directed to: _____
Name Phone Number

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

Authorized Signature	Title	Date
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Business Unit (5) _____

Account (6) _____

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____

Amount Authorized _____

If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____

Management Reporting Unit _____ Date _____

Contracts Administration Unit _____ Date _____

General Accounting Section _____ Date _____

EXHIBIT B (Continued)

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 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 DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"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.

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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 2076B**CONTRACTOR EXPENDITURE REPORT**

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.

Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

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

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. *The same documentation is required for match as for actual reimbursable costs.*

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).

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

