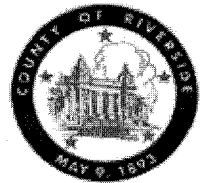


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

828



FROM: Department of Public Social Services, Children's Services Division

SUBMITTAL DATE:
February 9, 2010

SUBJECT: Approval of Professional Services Contract #CS-01542 with Catholic Charities of San Bernardino/Riverside for In-Home Visitation Services

RECOMMENDED MOTION:

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # CS-01542 with Catholic Charities of San Bernardino Riverside for the period of February 1, 2010 through June 30, 2010 for an amount not to exceed \$ 33,288.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
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:	\$ 33,288	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09-10

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 0%	State Funding: 100%	County Funding: 0%	Requires 4/5 Vote	<input type="checkbox"/>
Realignment Funding: 0%	Other Funding: 0%			

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 County Purchasing Department
 Departmental Concurrence
Lisa R. McKenna
 Lisa R. McKenna
 County Counsel
 Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ District: 4 Agenda Number: _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.44

TO: BOARD OF SUPERVISORS **DATE:** February 9, 2010

SUBJECT: Approval of Professional Services Contract #CS-01542 with Catholic Charities of San Bernardino/Riverside for In-Home Visitation Services

BACKGROUND (Continued):

A RFP (DPARC-140) for In-Home Visitation services was posted to the County Purchasing and Fleet Services website on October 1, 2009 and closed on October 23, 2009.

The RFP produced four (4) proposals. On November 9, 2009, a Best and Final Offer (BAFO) was requested from each bidder, with all bidders responding. All four proposals were submitted to evaluators with the most responsive bidder, Catholic Charities of San Bernardino/Riverside being recommended for award.

The costs were calculated on a 'per family' total cost. Per family cost ranged from \$1,584.40 to \$3,490.56. Catholic Charities was second lowest at \$1,596.00 per family and received the highest scores on their proposal from evaluators. The cost per family formula used was:

- Unit of Service cost multiplied by the number of visits per family.

Catholic Charities proposed an evidence based model for the Parenting portion of these services. Evidence based practices have demonstrated better outcomes for the participants.

CBCAP funding is available for this contract in the amount of \$80,000 annually.

This contract, presented today, is for five (5) months, beginning February 1, 2010, to finish out FY09/10 and was pro-rated figuring in the total cost per Unit of Service as proposed. Each of the successive renewals will be for \$80,000 each.

The previous contract for these services ends on February 28, 2010, after receiving two extensions to continue services until the RFP was completed and awarded.

ATTACHMENT(S):

Professional Services Contract # CS-01542

CONCUR/EXECUTE –

County Purchasing and Fleet Services

SL:ls

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

SERVICES CONTRACT: CS-01542
 CONTRACTOR: Catholic Charities San Bernardino Riverside
 CONTRACT TERM: February 1, 2010 - June 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$33,288.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide In-Home Visitation services.

WHEREAS, Catholic Charities San Bernardino Riverside is qualified to provide In-Home Visitation services:

WHEREAS, DPSS desires Catholic Charities San Bernardino Riverside, 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.


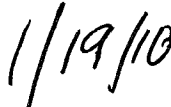
Authorized Signature for County:	Authorized Signature for Catholic Charities San Bernardino Riverside 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Ken Sawa
Title: Chairman Board of Supervisors	Title: CEO Executive Vice President
Address: 10281 Kidd St. Riverside, CA 92503	Address: 1450 North D St San Bernardino, CA 92405
Date Signed:	Date Signed: 

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

Exhibit B – City Zone Listing

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "ACT" refers to the Assessment and Consultation Team of the County of Riverside Department of Mental Health. ACT Clinicians shall provide all DPSS referrals to the Contractor .
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "CBCAP" shall refer to Community Based Child Abuse Prevention.
- C. "CSD" shall refer to the Children's Services Division of the department of Public Social Services.
- D. "Evidence Based" shall mean a practice consistent with the best research available, intersect with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- E. "In-Home Visitation Services" refers to services that include Home Visitation with Parenting Services.
- F. "Parenting" refers to services intended 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.
- G. "Prevention Services" are defined as any service that enhances the general well being of children and families.
- H. "UOS" means Unit of Service. Under this RFP, with the exception of Adoptions, UOS shall mean:

Meaning	Description
In-Home Visitation	
A single visit is a single Unit. Only one (1) visit per client allowed per day. *	<ul style="list-style-type: none"> * In home face-to-face with client * Case Management (documenting notes, contacting the Social Worker) * To include all Administrative and Operating Costs (preparation, telephone calls, reporting, etc.) * Operating Costs
<i>* Mileage is figured at the current IRS standard rate of .55 cents per mile. Supporting documentation must be submitted.</i>	

II. OBJECTIVES

Ensure that services provided result in positive outcomes for at least one of the following program objectives:

- A. Reduce the rate of abuse and/or neglect;
- B. Reduce the rate of recurrence of abuse/neglect in homes where children were not removed subsequent to a child abuse investigation.

III. EVIDENCE BASED PRACTICES

The Contractor shall adhere to a single evidence-based practice model or program for service provision. It is important that intervention components and activities are implemented in the manner intended by the designers of the intervention. Combining or altering Evidence-Based models or programs interferes with model/program fidelity and replication

IV. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Catholic Charities San Bernardino Riverside.
- B. DPSS may monitor the performance of the Catholic Charities San Bernardino Riverside 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.

V. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Catholic Charities San Bernardino Riverside and DPSS.
- 2. Ensure preference is given to residents of Riverside County.
- 3. Provide services in areas identified in the City Zone Listing, attached hereto as **Exhibit B**, and incorporated herein by this reference.
- 4. Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. 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 signed by Contractor and retained in each individual's personnel file.
- 5. Provide all services in English and Spanish. Upon request, the Contractor shall make the services available in American Sign Language (ASL).
- 6. Participate in client satisfaction surveys designed by the Program Evaluator.
- 7. Ensure all clients served under this Agreement meet the requirements established for Family Support as defined in Sections 431(a)(1) and (7) of the Social Security Act.
- 8. Identify the short-term, intermediate, and long-term outcomes of the contracted services with the Program Evaluator to ensure that the contracted services positively meet those outcomes.
- 9. Provide services to clients through:
 - a. ACT Clinician Referrals;
 - b. Differential Response Providers; or
 - c. On a walk-in basis.
- 10. Provide client updates via telephone to the assigned DPSS Social Worker as requested.
- 11. Maintain client treatment files in such a manner that ensures client confidentiality and HIPAA compliance. Individual client treatment files must include:

- a. Basic demographic information regarding the client
 - b. An assessment of client service needs
 - c. A treatment plan with time-limited objectives and
 - d. A closing assessment and summary of the services that have been provided to the client.
12. Provide services to clients referred within ten (10) working days of referral, to assess the needs of the family referred. The Contractor is encouraged to use a standardized assessment tool, in lieu of creating pre- and post-tests to assess changes in the family's knowledge of parenting, homemaker and home management skills.
13. Assess and document the needs of each family referred. An In-Home Assessment shall be performed by a Case Manager and an assigned Parent Advocate. It shall be based on information provided by the referring social worker or ACT clinician, and the results of the initial home visit or as provided by the walk-in client.
14. Develop an individualized service plan for each family, based on the assessment. The service plan must identify those services and instructional goals needed to:
- a. Avoid removal of the child (ren) due to general or severe neglect;
 - b. Avoid the potential risk of neglect or abuse; or
 - c. Assist the family in reunifying with a child removed from the home due to child abuse or neglect.
15. The service plan shall:
- a. Identify short-term behavioral objectives which confirm achievement of service plan goals;
 - b. Include measurable objectives to develop a safe and healthy home environment.
16. Present the service plan to the family for review, approval and signature no later than 14 calendar days following the initial home visit.
17. Develop a contact log for each family, indicating the date Contractor visited the family, and listing the number of service hours provided.
18. In-Home Visitation services shall:
- a. Be limited to one (1) visit per day at a maximum of 90 days per family;
 - b. Not exceed a maximum of 84 hours of service per family;
 - c. Be completed within 26 weeks.
19. Observe the parent-child relationship. Address and document specific developmental needs.
20. Topics to be addressed with the families shall include, but are not limited to:
- a. Parenting Education;
 - b. Stress Management;
 - c. Transportation (as needed);
 - d. Referrals to community resources; and
 - e. Teaching and demonstration of money management (budgeting and paying bills), home safety, home and personal cleanliness/sanitation, grocery shopping and individual parenting skills

B. REPORTING

The Contractor shall:

1. Contractor shall participate in web-based data collection processes as determined by the Program Evaluator.
2. Provide client level data as determined by the Program Evaluator.
3. Provide written or verbal monthly progress reports on clients referred by the ACT clinician to the DPSS Social Worker referenced on the ACT Authorization Form. Progress reports are due no later than 30 days after the end of the month in which services were provided. All reporting shall be documented in the client's file.

C. FISCAL**1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment under this Contract shall be allocated as follows:

# of Units	Cost per Unit	Type	Total Funds
In-Home Visitation Services			
146	\$228.00	Prevention	\$33,288
Total Maximum Reimbursable Amount =			\$33,288

2. UNIT OF SERVICE COST RATE

Meaning	Description
In-Home Visitation	
A single visit is a single Unit. Only one (1) visit per client allowed per day. *	<ul style="list-style-type: none"> * In home face-to-face with client * Case Management (documenting notes, contacting the Social Worker) * To include all Administrative and Operating Costs (preparation, telephone calls, reporting, etc.) * Operating Costs
* Mileage is figured at the current IRS standard rate of .55 cents per mile. Supporting documentation must be submitted.	

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 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.
- d. The Contractor shall submit DPSS Form 2076A (Exhibit A) following the instructions set forth on the "Instructions for Form 2076A". Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. 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.

9. AVAILABILITY OF FUNDING

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

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. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. 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.

6. 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.

7. 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 coverage's 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 Insured's. 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) 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 Country'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 coverage's 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 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 coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this 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.

8. 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.

9. 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.

10. 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.

11. PERSONNEL

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:

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

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

12. 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

13. 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 on neglect to a child protective agency as defined in the Penal Code

14. 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.

15. 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.

16. 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

17. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

18. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under. In accordance with the EPA rules, the contractor further agrees that it will:
- (1) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - (2). The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

19. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service to the homeless; and
- c. To make available to DPSS in a timely manner all file information regarding the homeless persons served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service to the homeless.

VI. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective February 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: Catholic Charities San Bernardino Riverside
CEO Executive Vice President

1450 North D St
San Bernardino, CA 92405

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.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: _____
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

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

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 _____

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.

EXHIBIT #: B

City Zone Listing

Zone #3

Desert & Eastern County

Check all locations Bidder plans to serve in.

<input checked="" type="checkbox"/>	City	Zip Code
	Blythe	92225
X	Cathedral City	92234
X	Cathedral City	92235
X	Coachella	92236
	Desert Center/Eagle Mountain	92239
X	Desert Hot Springs	92240
X	Indian Wells	92210
X	Indio	92201
X	Indio	92202
X	Indio	92203
X	Indio Hills/DHS/Sky Valley	92241
X	La Quinta	92253
X	Mecca/North Shore	92254
	Midland	92255
X	Palm Desert	92211
X	Palm Desert	92260
X	Palm Desert	92261
X	Palm Springs	92258
X	Palm Springs	92262
X	Palm Springs	92263
X	Palm Springs	92264
X	Rancho Mirage	92270
	Ripley	92272
X	Thermal/Oasis/Salton Sea	92274
X	Thousand Palms	92276
X	Whitewater	92282