

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

701



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**

May 18, 2010

**SUBJECT:** Agreements for Domestic Crisis Shelter Services with Alternatives to Domestic Violence and Shelter from the Storm

**RECOMMENDED MOTION:**

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached three (3) agreements for Domestic Violence Shelter Services with Alternatives to Domestic Violence and Shelter from the Storm for an aggregate amount not to exceed \$ 330,000.
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: \$ 330,000  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 10/11

**SOURCE OF FUNDS:**

Federal Funding: 0% State Funding: 0%; County Funding: 0%; Realignment  
Funding: 0%; Other Funding: 100%

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

*Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

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

Prev. Agn. Ref.: 06/05/07 (#3.13)

District: All

Agenda Number:

3.60

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**TO: BOARD OF SUPERVISORS**

**DATE:** May 18, 2010

**SUBJECT:** Agreements for Domestic Violence Shelter Services with  
Alternatives to Domestic Violence and Shelter from the Storm

**Page: 2**

**BACKGROUND (Continued):**

Welfare and Institutions Code 18294 - 18298 allow a surcharge on marriage license fees in the amount of \$23.00 to be collected and allocated to approved organizations assisting victims of domestic violence. They are commonly referred to as Presley Funds and generate approximately \$220,000 annually.

Additionally, conditions of probation for domestic violence crimes include a \$200 fee of which \$66.67 is collected by the County and deposited into a trust fund for domestic violence programs. This trust fund is separate from the Presley Fund and generates approximately \$110,000 annually.

On October 28, 2009, County Purchasing and Fleet Services released on its website RFP #DPARC-141 seeking proposals from public, private, and nonprofit organizations to provide domestic violence shelter services.

Two proposals were received by Alternatives to Domestic Violence and Shelter from the Storm. Both proposals were thoroughly reviewed and evaluated by an Evaluation Committee and deemed responsible and responsive. As a result, the Evaluation Committee approved the recommendation to award two agreements. Alternatives to Domestic Violence will provide services in the western part of the county and Shelter from the Storm will provide services to the eastern part of the county.

**FINANCIAL DATA:**

No County General Funds are required. The agreements will be funded by Presley Fund and the Domestic Violence Trust Fund.

**CONCUR/EXECUTE:** County Purchasing

**ATTACHMENT(S):**

Agreement AA-01623 with Alternatives to Domestic Violence  
Agreement AA-01624 with Alternatives to Domestic Violence  
Agreement AA-01625 with Shelter from the Storm

SL:ko

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

SERVICES CONTRACT: AA-01623

CONTRACTOR: Alternatives to Domestic Violence

CONTRACT TERM: July 1, 2010 - June 30, 2011

MAXIMUM REIMBURSABLE AMOUNT: \$110,000.00

**WHEREAS**, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide a domestic violence shelter based program to victims of domestic violence.

**WHEREAS**, Alternatives to Domestic Violence is qualified to provide a domestic violence shelter based program to victims of domestic violence:

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

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

<b>Authorized Signature for County:</b>	<b>Authorized Signature for Alternatives to Domestic Violence</b>
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Eliza Daniely Woolfolk
Title: Chair of the Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: PO Box 910 Riverside, CA 92502
Date Signed:	Date Signed: 4/22/10

## TABLE OF CONTENTS

I. DEFINITIONS .....	3
II. DPSS RESPONSIBILITIES .....	3
III. CONTRACTOR RESPONSIBILITIES .....	3
A. SCOPE OF SERVICE .....	3
B. REPORTING .....	4
C. FISCAL .....	5
1. MAXIMUM REIMBURSABLE AMOUNT .....	5
2. UNIT OF SERVICE COST RATE .....	5
3. PAYMENT OF FUNDS .....	5
4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT .....	5
5. FINANCIAL RESOURCES .....	6
6. RECORDS, INSPECTIONS AND AUDITS .....	6
7. SUPPLANTATION .....	7
8. DISALLOWANCE .....	7
D. ADMINISTRATIVE .....	7
1. CONFLICT OF INTEREST .....	7
2. CONFIDENTIALITY .....	7
3. EMPLOYMENT PRACTICES .....	8
4. EQUAL EMPLOYMENT OPPORTUNITY .....	8
5. CLIENT CIVIL RIGHTS COMPLIANCE .....	8
6. HOLD HARMLESS/INDEMNIFICATION .....	10
7. INSURANCE .....	10
8. LICENSES AND PERMITS .....	12
9. INDEPENDENT CONTRACTOR .....	13
10. ASSIGNMENT .....	13
11. PERSONNEL .....	13
12. SUBCONTRACT FOR SERVICES .....	14
13. CHILD ABUSE REPORTING .....	14
14. DEBARMENT AND SUSPENSION .....	14
15. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES .....	14
16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) .....	15
17. 501(c)(3) NON-PROFIT STATUS .....	15
18. CONTRACT TRANSITION PERIOD .....	15
IV. GENERAL .....	15
A. EFFECTIVE PERIOD .....	15
B. NOTICES .....	15
C. AVAILABILITY OF FUNDING .....	16
D. DISPUTES .....	16
E. SANCTIONS .....	16
F. GOVERNING LAW .....	16
G. MODIFICATION OF TERMS .....	17
H. TERMINATION .....	17
I. ENTIRE CONTRACT .....	17
List of Exhibits .....	
Exhibit A- DPSS 2076A & Instructions .....	18

## **CONTRACT TERMS AND CONDITIONS**

### **I. DEFINITIONS**

- A. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
1. Sexual relations between the parties while sharing the same living quarters.
  2. Sharing of income or expenses.
  3. Joint use or ownership of property.
  4. Whether the parties hold themselves out as husband and wife.
  5. The continuity of the relationship.
  6. The length of the relationship.
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- D. "Domestic violence counselor" means a person who is employed by a domestic violence shelter, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training, as defined in Evidence Code 1037.1.
- E. "Domestic violence shelter" means a shelter for domestic violence victims that provides shelter in an undisclosed and secured location and meets the requirements set forth in Section III of this Agreement.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "Undisclosed" means a location that is not advertised or publicized.

### **II. DPSS RESPONSIBILITIES**

- A. Assign staff to be liaison between DPSS and Alternatives to Domestic Violence.
- B. DPSS may monitor the performance of Alternatives to Domestic Violence 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**

1. Assign staff to be liaison between Alternatives to Domestic Violence and DPSS.

2. In accordance with Welfare and Institutions Code 18294 – 18298, the Contractor shall provide all of the following basic services to victims of domestic violence and their children:
  - a. Shelter on a 24 hours a day, seven days a week basis;
  - b. A 24 hours a day, seven days a week telephone hotline for crisis calls;
  - c. Temporary housing and food facilities;
  - d. Psychological support and peer counseling;
  - e. Referrals to existing services in the community;
  - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
  - g. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
  - h. Emergency transportation as needed;
  - i. Provide a method of obtaining the following services for victims of domestic violence: Medical care; Legal assistance; Psychological support and counseling; and Information regarding other available social services;
  - j. Work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs;
  - k. Attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
  - l. Provide training for staff and volunteers who serve as a domestic violence counselor, or in a similar role, and therefore, must meet the training requirements set forth in Section 1037.1 of the Evidence Code.
    - (1) A domestic violence counselor is a person employed by a domestic violence victim service organization, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence.
    - (2) Domestic violence counselors must have at least 40 hours of training. Training may include, but not be limited to the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims. Training must be supervised by an individual who has met all of the domestic violence counselor requirements, and who has at least one year of experience counseling domestic violence victims for a domestic violence shelter.
    - (3) A domestic violence counselor who has been employed by the domestic violence shelter for less than six months shall be supervised by a domestic violence counselor who has at least one year of experience.
    - (4) Make every effort to recruit formerly battered persons as staff members.

## B. REPORTING

The Contractor shall submit the following reports as specified below:

### 1. Monthly Report

Monthly reports shall be provided to DPSS no later than 30 days after the end of the month

in which the services were provided at: [contractreporting@riversidedpss.org](mailto:contractreporting@riversidedpss.org)

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 2. Annual Report

In accordance with Welfare and Institutions Code 18300, an annual report shall be submitted to DPSS by August 18, and mailed to the DPSS address referenced in Section IV. B., "Notices" of this agreement or emailed to [contractreporting@riversidedpss.org](mailto:contractreporting@riversidedpss.org). The report shall include a yearly summary of the following information:

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 3. Other Reports

Additional data may be required on an as needed basis.

# C. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$110,000.00, subject to Section III.C.3. below.

## 2. UNIT OF SERVICE COST RATE

The Contractor shall be paid for each unit of service, where a unit represents services to one (1) client based on a unit cost of \$50 per bed night. Services for each client are described in Section III. A., "Contractor Responsibilities" of this agreement. Contractor may not request more than 1/9 of the maximum reimbursable amount for the agreement each month.

## 3. PAYMENT OF FUNDS

In accordance with Penal Code 243, the County of Riverside Superior Court has the authority to require defendants convicted of domestic abuse make payments to a domestic violence shelter. The amount to be collected pursuant to such statutes is \$66.67 per case, but may be reduced or waived based on the defendant's ability to pay.

Payment of funds by DPSS relative to conducting services described in Section III of this agreement shall not exceed the fees collected by the Superior Court for Domestic Violence or the sum of \$110,000, whichever is less, and shall be made upon receipt of invoice by DPSS for services provided in the previous month.

## 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 Forms 2076A (Exhibit A) following the instructions set forth on the "Instructions for Form 2076A". Exhibits 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 are due no later than the 10<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

## 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. 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 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) 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).

## (4) 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.

## 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 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 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.

## 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

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:

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

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

d. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4) DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

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 or 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. 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.

#### 18. 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; 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.

### IV. GENERAL

#### A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, 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: Alternatives to Domestic Violence  
Executive Director  
PO Box 910  
Riverside, CA 92502

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this 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 April 1.

**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**

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

From: Alternatives to Domestic Violence  
Remit to Name  
PO Box 910  
Address  
Riverside CA 92502  
City State Zip Code  
Alternatives to Domestic Violence  
Contractor Name  
AA-01623  
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.**

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

SERVICES CONTRACT: AA-01624

CONTRACTOR: Alternatives to Domestic Violence

CONTRACT TERM: July 1, 2010 - June 30, 2011

MAXIMUM REIMBURSABLE AMOUNT: \$110,000.00

**WHEREAS**, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide a domestic violence shelter based program to victims of domestic violence.

**WHEREAS**, Alternatives to Domestic Violence is qualified to provide a domestic violence shelter based program to victims of domestic violence:

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

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

<b>Authorized Signature for County:</b>	<b>Authorized Signature for Alternatives to Domestic Violence</b>
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Eliza Daniely Woolfolk
Title: Chair of the Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: PO Box 910 Riverside, CA 92502
Date Signed:	Date Signed: 4/22/10

FORM APPROVED COUNTY COUNSEL  
BY: Larisa R-McKenna 4/15/10  
DATE

## TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. DPSS RESPONSIBILITIES.....	3
III. CONTRACTOR RESPONSIBILITIES.....	3
A. SCOPE OF SERVICE.....	3
B. REPORTING.....	4
C. FISCAL.....	5
1. MAXIMUM REIMBURSABLE AMOUNT.....	5
2. UNIT OF SERVICE COST RATE.....	5
3. PAYMENT OF FUNDS.....	5
4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT.....	5
5. FINANCIAL RESOURCES.....	6
6. RECORDS, INSPECTIONS AND AUDITS.....	6
7. SUPPLANTATION.....	7
8. DISALLOWANCE.....	7
D. ADMINISTRATIVE.....	7
1. CONFLICT OF INTEREST.....	7
2. CONFIDENTIALITY.....	7
3. EMPLOYMENT PRACTICES.....	8
4. EQUAL EMPLOYMENT OPPORTUNITY.....	8
5. CLIENT CIVIL RIGHTS COMPLIANCE.....	8
6. HOLD HARMLESS/INDEMNIFICATION.....	10
7. INSURANCE.....	10
8. LICENSES AND PERMITS.....	12
9. INDEPENDENT CONTRACTOR.....	13
10. ASSIGNMENT.....	13
11. PERSONNEL.....	13
12. SUBCONTRACT FOR SERVICES.....	14
13. CHILD ABUSE REPORTING.....	14
14. DEBARMENT AND SUSPENSION.....	14
15. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES.....	14
16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA).....	15
17. 501(c)(3) NON-PROFIT STATUS.....	15
18. CONTRACT TRANSITION PERIOD.....	15
IV. GENERAL.....	15
A. EFFECTIVE PERIOD.....	15
B. NOTICES.....	15
C. AVAILABILITY OF FUNDING.....	16
D. DISPUTES.....	16
E. SANCTIONS.....	16
F. GOVERNING LAW.....	16
G. MODIFICATION OF TERMS.....	17
H. TERMINATION.....	17
I. ENTIRE CONTRACT.....	17
List of Exhibits.....	
Exhibit A- DPSS 2076A & Instructions.....	18

## CONTRACT TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
  - 1. Sexual relations between the parties while sharing the same living quarters.
  - 2. Sharing of income or expenses.
  - 3. Joint use or ownership of property.
  - 4. Whether the parties hold themselves out as husband and wife.
  - 5. The continuity of the relationship.
  - 6. The length of the relationship.
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- D. "Domestic violence counselor" means a person who is employed by a domestic violence shelter, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training, as defined in Evidence Code 1037.1.
- E. "Domestic violence shelter" means a shelter for domestic violence victims that provides shelter in an undisclosed and secured location and meets the requirements set forth in Section III of this Agreement.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "Undisclosed" means a location that is not advertised or publicized.

### II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Alternatives to Domestic Violence.
- B. DPSS may monitor the performance of Alternatives to Domestic Violence 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

- 1. Assign staff to be liaison between Alternatives to Domestic Violence and DPSS.



2. In accordance with Welfare and Institutions Code 18294 – 18298, the Contractor shall provide all of the following basic services to victims of domestic violence and their children:
  - a. Shelter on a 24 hours a day, seven days a week basis;
  - b. A 24 hours a day, seven days a week telephone hotline for crisis calls;
  - c. Temporary housing and food facilities;
  - d. Psychological support and peer counseling;
  - e. Referrals to existing services in the community;
  - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
  - g. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
  - h. Emergency transportation as needed;
  - i. Provide a method of obtaining the following services for victims of domestic violence: Medical care; Legal assistance; Psychological support and counseling; and Information regarding other available social services;
  - j. Work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs;
  - k. Attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
  - l. Provide training for staff and volunteers who serve as a domestic violence counselor, or in a similar role, and therefore, must meet the training requirements set forth in Section 1037.1 of the Evidence Code.
    - (1) A domestic violence counselor is a person employed by a domestic violence victim service organization, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence.
    - (2) Domestic violence counselors must have at least 40 hours of training. Training may include, but not be limited to the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims. Training must be supervised by an individual who has met all of the domestic violence counselor requirements, and who has at least one year of experience counseling domestic violence victims for a domestic violence shelter.
    - (3) A domestic violence counselor who has been employed by the domestic violence shelter for less than six months shall be supervised by a domestic violence counselor who has at least one year of experience.
    - (4) Make every effort to recruit formerly battered persons as staff members.

## B. REPORTING

The Contractor shall submit the following reports as specified below:

### 1. Monthly Report

Monthly reports shall be provided to DPSS no later than 30 days after the end of the month

in which the services were provided at: contractreporting@riversidedpss.org

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 2. Annual Report

In accordance with Welfare and Institutions Code 18300, an annual report shall be submitted to DPSS by August 18, and mailed to the DPSS address referenced in Section IV. B., "Notices" of this agreement or emailed to contractreporting@riversidedpss.org. The report shall include a yearly summary of the following information:

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 3. Other Reports

Additional data may be required on an as needed basis.

# C. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$110,000.00, subject to Section III.C.3 below.

## 2. UNIT OF SERVICE COST RATE

The Contractor shall be paid for each unit of service, where a unit represents services to one (1) client based on a unit cost of \$50 per bed night. Services for each client are described in Section III.A., "Contractor Responsibilities" of this agreement. Contractor may not request more than 1/9 of the maximum reimbursable amount for the agreement each month.

## 3. PAYMENT OF FUNDS

Government Codes 26840.7 and 26840.8 provide, inter alia, for the funding of county domestic violence programs by authorizing a portion of the marriage license fees collected by the County Clerk to be deposited into the County's Domestic Violence Special fund. The amount to be collected by the County Clerk pursuant to such statutes is \$23.

Payment of funds by DPSS relative to conducting services described in Section III of this agreement shall not exceed the Domestic Violence Special Fund or the sum of \$110,000, whichever is less, and shall be made upon receipt of invoice by DPSS for services provided in the previous month.

## 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 Forms 2076A (Exhibit A) following the instructions set forth on the "Instructions for Form 2076A". Exhibits 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 are due no later than the 10<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

## 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. 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, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

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

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

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

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 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) 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).

## (4) 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.

## 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.

#### 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

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:

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

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

## d. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4) DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

## 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 or 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. 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.

#### 18. 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; 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.

### IV. GENERAL

#### A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, 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: Alternatives to Domestic Violence  
Executive Director  
PO Box 910  
Riverside, CA 92502

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this 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 April 1.

**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**

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

From: Alternatives to Domestic Violence

Remit to Name

PO Box 910

Address

Riverside

CA

92502

City

State

Zip Code

Alternatives to Domestic Violence

Contractor Name

AA-01624

Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20\_\_\_\_

Select Payment Type(s) Below:

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

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

☐ Unit of Service Payment \$ \_\_\_\_\_

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

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

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

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

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

Any questions regarding this request should be directed to: \_\_\_\_\_  
Name Phone 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)

Purchase Order # (10)

Invoice #

Account (6)

Amount Authorized

Fund (5)

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

Dept ID (10)

Program (5)

Program (if applicable)

Date

Class (10)

Management Reporting Unit

Date

Project/Grant (15)

Contracts Administration Unit

Date

Vendor Code (10)

General Accounting Section

Date

**DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS**

**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.**



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

SERVICES CONTRACT: AA-01625

CONTRACTOR: Shelter from the Storm

CONTRACT TERM: July 1, 2010 - June 30, 2011

MAXIMUM REIMBURSABLE AMOUNT: \$110,000.00

**WHEREAS**, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide a domestic violence shelter based program to victims of domestic violence.

**WHEREAS**, Shelter from the Storm is qualified to provide a domestic violence shelter based program to victims of domestic violence:

**WHEREAS**, DPSS desires Shelter from the Storm, 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.

<b>Authorized Signature for County:</b>	<b>Authorized Signature for Shelter from the Storm</b>
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Lynn Moriarty
Title: Chair of the Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73555 Alessandro Drive Palm Desert, CA 92260
Date Signed:	Date Signed: 4-9-10

FORM APPROVED COUNTY COUNSEL  
 BY: Larisa R. McKenna 4/15/10  
 LARISA R-MCKENNA DATE

## TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. DPSS RESPONSIBILITIES.....	3
III. CONTRACTOR RESPONSIBILITIES .....	3
A. SCOPE OF SERVICE .....	3
B. REPORTING .....	4
C. FISCAL .....	5
1. MAXIMUM REIMBURSABLE AMOUNT.....	5
2. UNIT OF SERVICE COST RATE .....	5
3. PAYMENT OF FUNDS .....	5
4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT.....	5
5. FINANCIAL RESOURCES .....	6
6. RECORDS, INSPECTIONS AND AUDITS.....	6
7. SUPPLANTATION.....	7
8. DISALLOWANCE .....	7
D. ADMINISTRATIVE.....	7
1. CONFLICT OF INTEREST .....	7
2. CONFIDENTIALITY.....	7
3. EMPLOYMENT PRACTICES .....	8
4. EQUAL EMPLOYMENT OPPORTUNITY .....	8
5. CLIENT CIVIL RIGHTS COMPLIANCE.....	8
6. HOLD HARMLESS/INDEMNIFICATION .....	10
7. INSURANCE.....	10
8. LICENSES AND PERMITS .....	12
9. INDEPENDENT CONTRACTOR.....	13
10. ASSIGNMENT .....	13
11. PERSONNEL.....	13
12. SUBCONTRACT FOR SERVICES .....	14
13. CHILD ABUSE REPORTING .....	14
14. DEBARMENT AND SUSPENSION .....	14
15. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES .....	14
16. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA).....	15
17. 501(c)(3) NON-PROFIT STATUS.....	15
18. CONTRACT TRANSITION PERIOD .....	15
IV. GENERAL .....	15
A. EFFECTIVE PERIOD .....	15
B. NOTICES.....	15
C. AVAILABILITY OF FUNDING.....	16
D. DISPUTES.....	16
E. SANCTIONS.....	16
F. GOVERNING LAW.....	16
G. MODIFICATION OF TERMS .....	17
H. TERMINATION.....	17
I. ENTIRE CONTRACT.....	17
List of Exhibits	
Exhibit A- DPSS 2076A & Instructions .....	18

## **CONTRACT TERMS AND CONDITIONS**

### **I. DEFINITIONS**

- A. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
  - 1. Sexual relations between the parties while sharing the same living quarters.
  - 2. Sharing of income or expenses.
  - 3. Joint use or ownership of property.
  - 4. Whether the parties hold themselves out as husband and wife.
  - 5. The continuity of the relationship.
  - 6. The length of the relationship.
- B. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- D. "Domestic violence counselor" means a person who is employed by a domestic violence shelter, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training, as defined in Evidence Code 1037.1.
- E. "Domestic violence shelter" means a shelter for domestic violence victims that provides shelter in an undisclosed and secured location and meets the requirements set forth in Section III of this Agreement.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "Undisclosed" means a location that is not advertised or publicized.

### **II. DPSS RESPONSIBILITIES**

- A. Assign staff to be liaison between DPSS and Shelter from the Storm.
- B. DPSS may monitor the performance of Shelter from the Storm 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**

- 1. Assign staff to be liaison between Shelter from the Storm and DPSS.

2. In accordance with Welfare and Institutions Code 18294 – 18298, the Contractor shall provide all of the following basic services to victims of domestic violence and their children:
  - a. Shelter on a 24 hours a day, seven days a week basis;
  - b. A 24 hours a day, seven days a week telephone hotline for crisis calls;
  - c. Temporary housing and food facilities;
  - d. Psychological support and peer counseling;
  - e. Referrals to existing services in the community;
  - f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
  - g. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
  - h. Emergency transportation as needed;
  - i. Provide a method of obtaining the following services for victims of domestic violence: Medical care; Legal assistance; Psychological support and counseling; and Information regarding other available social services;
  - j. Work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs;
  - k. Attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
  - l. Provide training for staff and volunteers who serve as a domestic violence counselor, or in a similar role, and therefore, must meet the training requirements set forth in Section 1037.1 of the Evidence Code.
    - (1) A domestic violence counselor is a person employed by a domestic violence victim service organization, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence.
    - (2) Domestic violence counselors must have at least 40 hours of training. Training may include, but not be limited to the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims. Training must be supervised by an individual who has met all of the domestic violence counselor requirements, and who has at least one year of experience counseling domestic violence victims for a domestic violence shelter.
    - (3) A domestic violence counselor who has been employed by the domestic violence shelter for less than six months shall be supervised by a domestic violence counselor who has at least one year of experience.
    - (4) Make every effort to recruit formerly battered persons as staff members.

## B. REPORTING

The Contractor shall submit the following reports as specified below:

### 1. Monthly Report

Monthly reports shall be provided to DPSS no later than 30 days after the end of the month

in which the services were provided at: [contractreporting@riversidedpss.org](mailto:contractreporting@riversidedpss.org)

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 2. Annual Report

In accordance with Welfare and Institutions Code 18300, an annual report shall be submitted to DPSS by August 18, and mailed to the DPSS address referenced in Section IV.B., "Notices" of this agreement or emailed to [contractreporting@riversidedpss.org](mailto:contractreporting@riversidedpss.org). The report shall include a yearly summary of the following information:

- a. The total number of persons requesting services under this contract; and,
- b. The number of person served, by each type of service provided; and,
- c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

## 3. Other Reports

Additional data may be required on an as needed basis.

# C. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$110,000.00, subject to Section III.C.3 below.

## 2. UNIT OF SERVICE COST RATE

The Contractor shall be paid for each unit of service, where a unit represents services to one (1) client based on a unit cost of \$61.83 per bed night. Services for each client are described in Section III.A., "Contractor Responsibilities" of this agreement. Contractor may not request more than 1/9 of the maximum reimbursable amount for the agreement each month.

## 3. PAYMENT OF FUNDS

Government Codes 26840.7 and 26840.8 provide, inter alia, for the funding of county domestic violence programs by authorizing a portion of the marriage license fees collected by the County Clerk to be deposited into the County's Domestic Violence Special fund. The amount to be collected by the County Clerk pursuant to such statutes is \$23.

Payment of funds by DPSS relative to conducting services described in Section III of this agreement shall not exceed the Domestic Violence Special Fund or the sum of \$110,000, whichever is less, and shall be made upon receipt of invoice by DPSS for services provided in the previous month.

## 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 Forms 2076A (Exhibit A) following the instructions set forth on the "Instructions for Form 2076A". Exhibits 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 are due no later than the 10<sup>th</sup> of June. Actual Contractor invoices for May and June are due no later than the 30<sup>th</sup> of July.

## 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. 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 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) 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).

## (4) 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.

## 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 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 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.

## 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

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:

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

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

d. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4) DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

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. 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.

#### 18. 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; 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.

### IV. GENERAL

#### A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, 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: Shelter from the Storm  
Executive Director  
73555 Alessandro Drive  
Palm Desert, CA 92260

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 April 1.

#### 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.

## Exhibit A

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
**CONTRACTOR PAYMENT REQUEST**

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

From: Shelter from the Storm  
Remit to Name  
73555 Alessandro Drive  
Address  
Palm Desert CA 92260  
City State Zip Code  
Shelter from the Storm  
Contractor Name  
AA-01625  
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 (\$) \_\_\_\_\_  
\_\_\_\_\_ # 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.**