

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

810



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
May 18, 2010

SUBJECT: APPROVAL OF FY 10/11 PROFESSIONAL SERVICES AGREEMENT #CS-01605 WITH OPERATION SAFEHOUSE FOR TEMPORARY SHELTER SERVICES FOR YOUTH AGES 12-17

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute the one year professional services agreement with Operation SafeHouse for \$112,000 for the period of July 1, 2010 through June 30, 2011;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Professional Services Contract, including amendments to the compensation provision that do not exceed the maximum amount of the contract (\$112,000); and
3. Authorize the Director of DPSS to administer the Professional Services Contract with Operation SafeHouse.

Susan Loew

Susan Loew, Director

(CONTINUED – 2 PAGES IN TOTAL)

FINANCIAL DATA

Current F.Y. Total Cost:	\$112,000	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$0	Budget Adjustment:	NO
Annual Net County Cost:	\$0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Federal- 48.9%, State- 34.2%, Realignment - 16.9%

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

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

Prev. Agn. Ref.: 6/24/08 (#3.44)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

Mark Sellar
Mark Sellar, Assistant Director
County Purchasing Department

Larisa R. McKenna
Larisa R. McKenna
County Counsel

TO: BOARD OF SUPERVISORS

DATE: 05/18/10

Page: 2

SUBJECT: APPROVAL OF FY 10/11 PROFESSIONAL SERVICES AGREEMENT #CS-01605 WITH OPERATION SAFEHOUSE FOR TEMPORARY SHELTER SERVICES FOR YOUTH AGES 12-17

BACKGROUND:

Riverside County DPSS has contracted with Operation SafeHouse for temporary shelter services for the past eight (8) years. They currently provide temporary shelter beds to DPSS-referred youth, or DPSS-referred dependents, ages 12-17 years who have been taken into protective custody because of abuse or neglect, and are in danger of becoming dependents of the Juvenile Court. Children are allowed to stay at the shelter for a maximum of ninety-six (96) hours, while DPSS Social Workers arrange adequate long term out of home placement.

DPSS desires to maximize the use of federal and state funds by ensuring that temporary shelter services for youth ages 12-17 are available while permanent housing options are secured by Children's Social Service Workers. Due to the current state of the economy, the demand for these services is greater than ever before. Operation SafeHouse has provided temporary shelter beds to 75 DPSS referred youth this fiscal year alone. In addition, youth in crisis are able to ride the RTA to the shelter free of charge. The County lacks the resources and manpower to provide these services without the assistance of a community partner.

Operation SafeHouse has operated a 24-hour emergency shelter in Riverside for 20 years, providing core services, including shelter, food, clothing, counseling, and recreation as part of a comprehensive emergency crisis intervention program designed to assist youth with immediate services.

DPSS is preparing to competitively bid these services in FY 10/11. The last RFP for these services was released on April 22, 2005. At that time, fifty bid invitations were sent to local community partners and prospective bidders offering similar services. The RFP resulted in the submission of one proposal from Operation SafeHouse. The resulting contract was written with four (4) one-year renewal options due to the unique nature of the services provided and the need for continuum of care.

Due to the specialized services being offered, DPSS is requesting the Board to approve a one-year extension to the current year professional services contract with Operation SafeHouse. DPSS has allocated \$112,000 in funding for temporary shelter services for FY 10/11, which is a 6.7% reduction in the funding level of FY 09/10. This will allow additional time for DPSS to plan and release a Request for Proposal (RFP), without interrupting temporary placement of children at risk of abuse/neglect throughout Riverside County and Coachella Valley.

FINANCIAL DATA: The total cost of \$112,000 for this agreement will be covered by Federal 48.9%, State 34.2%, and Realignment 16.9%. No County General Funds will be utilized for these services.

CONCUR/EXECUTE – County Purchasing

Date: April 20, 2010
From: Susan Loew, Director
Department: Department of Public Social Services (DPSS)
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for Sole Source Procurement

The below information is provided in support of DPSS requesting approval for a sole source contract. DPSS understands that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

FY 10/11 – Renewal of Temporary Shelter Services Agreement for Youth between the ages of 12 and 17 years, who have been taken into protective custody as a result of suspected abuse or neglect, and may be in danger of becoming dependents of the Juvenile Court within Riverside County. The current Agreement expires June 30, 2010.

Supplier being requested:

Operation SafeHouse

Alternative suppliers that can or might be able to provide supply/service:

NONE. Several service providers including Assistance League, CA Family Life Center, Community Access Network, Inspire Transitional Housing, Goodwill, Optimum, and Olive Crest were explored to determine capability to provide the needed services. Of these agencies, none were able to provide all of the services that Operation SafeHouse currently provides to Riverside County.

DPSS is preparing to competitively bid these services in FY 10/11. The last RFP for these services was released on April 22, 2005. At that time, fifty bid invitations were sent to local community partners and prospective bidders offering similar services. The RFP resulted in the submission of one proposal from Operation SafeHouse. The resulting contract was written with four (4) one-year renewal options due to the unique nature of the services provided and the need for continuum of care.

Riverside County foster youth could be unnecessarily placed at risk by contracting with a vendor that is not already providing these services, especially if the vendor is not well established in the community. Additionally, critical services will be interrupted if Riverside County opts to contract with an agency that requires start up time and/or seed funding for service delivery.

Extent of market research conducted:

A web-based search of temporary shelters for youth throughout Riverside County was conducted, focusing on the following criteria:

1. Familiarity with Riverside County, DPSS and its foster care population.
2. Familiarity with California State laws, regulations, statutes, and mandates pertaining to foster youth.
3. Operates a licensed Temporary Shelter in Riverside County that provides services 24 hours a day, seven days a week.
4. The shelter has the capacity to guarantee up to seventeen (17) beds in Western Riverside County and twenty (20) in Eastern Riverside County to DPSS-referred youth at all times.
5. Extensive experience providing temporary shelter beds for a minimum of 10 DPSS referred youth, ages 12-17 years who have been taken into protective custody as a result of suspected abuse or neglect, and youth adjudicated dependents of the Juvenile Court.
6. Providers with 15 or more years of experience in providing a full range of shelter services including, but not limited to: shelter, food, clothing, medical, educational and counseling services to each youth while placed at the shelter.
7. Shelter locations that serve wide-spread populations throughout Riverside County (Inland and Desert populations).
8. Experience in providing temporary shelter services to large governmental entities.
9. Experience handling placements from multiple entities (i.e. DPSS, Probation, Law Enforcement, Self-Referrals).
10. Extensive experience providing Needs and Services Plans for each youth and assisting in the transition of the resident to more permanent placement.
11. Have the capacity to house and monitor co-ed residents.

Although other providers may be able to provide temporary shelter services; they do not have over 15 years experience providing these services, and/or do not have extensive experience providing services to Riverside County's foster care population, so service start-up would be a challenge.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Unlike other potential service providers, Operation SafeHouse has the following unique features:

1. Operation SafeHouse has operated a 24-hour emergency shelter in Riverside for 20 years, providing core services, including shelter, food, clothing, counseling, and recreation since 1990.
2. Riverside County DPSS has contracted with Operation SafeHouse for temporary shelter services for the past 8 years (since 2001).
3. In response to the last RFP (DPARC 664) posted by Riverside County on April 22, 2005 for temporary shelter services for youth, Operation SafeHouse was the only respondent to the RFP, and was found to be responsive.
4. There is large public awareness and support of the program operated by Operation SafeHouse.
5. Operation SafeHouse partners with Riverside County Office of Education to provide shelter residents on-site public school education and credit accumulation.
6. Operation SafeHouse collaborates with several community businesses and corporations for outreach efforts in order to assist youth in crisis. For example, In March 2000, Project Safe Place joined with the Riverside Transit Agency (RTA) to provide 114 mobile safe place sites in and around Riverside. RTA has designated all fixed route buses as mobile "Safe Place" sites. There are currently 225 sites in the County of Riverside. The program, entitled "Ride to Safety", provides youth in crisis with quick and safe transportation to Operation SafeHouse.
7. Though the administrative office and original shelter is headquartered in Riverside, the Thousand Palms (desert) site location was opened in 2008 to address the unfilled need for services in the desert.
8. Operation SafeHouse has written policies and procedures specifically serving Riverside County youth regarding intake of placements, charting observations, and providing case management.

Reasons why my department requires these unique features and what benefit will accrue to the county:

The services that Operation SafeHouse provides to Riverside County DPSS are critical to the success of foster youth placement. DPSS must provide temporary emergency shelter services to foster care youth in crisis to allow adequate time for Social Workers to secure long term/permanent placement options.

On average, Operation SafeHouse provides services to 12 Riverside County foster youth per month. With the assistance of Operation SafeHouse, foster youth are able to secure temporary housing and other benefits. Operation SafeHouse provides an important source of funds that were used to offset County expenditures for foster children and youth while in the County's care.

Price Reasonableness:

DPSS has allocated \$112,000 in funding for temporary shelter services for FY 10/11, which is a 6.7% reduction in the funding level of FY 09/10. The per stay unit rate of \$650 charged by Operation SafeHouse for providing these services is comparable to the alternative suppliers and represents a slight (30%) increase over the \$500 rate charged to DPSS from FY 05/06 through FY 08/09.

The DPSS Children's Services Division conducted a rate comparison of group homes versus Operation SafeHouse. The group home day rate is \$164 and the day rate for Operation SafeHouse is \$162.50. On average, DPSS youth stay at the temporary shelter for youth for 4 days (96 hours). Therefore, DPSS is confident that the pricing is reasonable and at fair market value for the services that would be provided by Operation SafeHouse.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, moving forward with this sole source procurement would not further obligate the County to future contractual arrangements; however, it is being requested that DPSS contract with Operation SafeHouse for the period of July 1, 2010 through June 30, 2011, with no renewal options.

Susan Loew

Department Head Signature

4-22-10

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]
Purchasing Agent

4-26-10
Date

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

SERVICES CONTRACT: CS-01605
 CONTRACTOR: Operation SafeHouse
 CONTRACT TERM: July 1, 2010 - June 30, 2011
 MAXIMUM REIMBURSABLE AMOUNT: \$112,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Temporary Shelter Services for Youth Ages 12-17;

WHEREAS, Operation SafeHouse is qualified to provide Temporary Shelter Services for Youth Ages 12-17;

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

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

Authorized Signature for County:	Authorized Signature for Operation SafeHouse:
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Kathy McAdara
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 9685 Hayes Street Riverside, CA 92503
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY Larisa R-Mckenna 5/6/10
 LARISA R-MCKENNA DATE

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List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- Observation Checklist
- Exhibit C- Daily Log-In Sheet

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CONTRACTOR" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this agreement, CONTRACTOR and PROVIDER may be used interchangeably.
- B. "CSD" refers to the County of Riverside Department of Public Social Services (DPSS) Children's Services Division.
- C. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Operation SafeHouse.
- B. DPSS may monitor the performance of the Operation SafeHouse 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.
- C. Refer children between the ages of 12 and 17 to the Contractor for temporary shelter services to either of the two (2) site locations: Riverside and Thousand Palms (Desert) location.
- D. Authorize Social Workers and Law Enforcement personnel in Eastern Riverside County to transport dependents directly to the desert site location when appropriate.
- E. Review the Daily Log-In Sheets submitted by Contractor to the Management Reporting Unit (MRU) in support of each request for payment. The Review shall be conducted by CSD through the use of the CWS/CMS system. The results will be recorded on the Daily Log-In Sheets by CSD and returned to MRU for payment processing.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Operation SafeHouse and DPSS.
- 2. Provide temporary shelter beds for up to seventeen (17) children in Western Riverside County and twenty (20) children in Eastern Riverside County for DPSS referred youth, or DPSS referred dependents, ages 12-17 years, at any one time, who have been taken into protective custody because of abuse or neglect and are in danger of becoming dependents of the Juvenile Court. Children may not stay more than ninety-six (96) hours each time they come to the shelter, unless authorized by DPSS.
- 3. Ensure that all DPSS referred youth receive shelter services. Exceptions are permissible for adolescents who are identified as 5150 or sexual perpetrators.
- 4. Maintain documentation which clearly identify all DPSS-referred clients.

5. Provide a full range of shelter services including, but not limited to, medical, educational and counseling services to each juvenile while they are in the residence at either Safehouse site location: Riverside or Thousand Palms (Desert) Location.
6. Ensure that each young person is able, as requested by law, to make telephone contact with parents and/or other caretakers, as specified by the referring CSD social worker.
7. Have staff on all shifts that is able to speak and understand Spanish.
8. Complete an Observation Checklist, attached hereto as **Exhibit B** and incorporated herein by this reference, for each shelter resident prior to release.
9. Provide a completed Observation Checklist to the CSD Social Worker at the time of the child's discharge from the shelter.
10. Maintain the attached Daily Log-In Sheet, attached hereto as **Exhibit C** and incorporated herein by this reference for each child placed in the shelter's care by DPSS.
11. Ensure that only the facility manager(s) or designated staff be allowed to dispense medications to children.
12. Maintain all records regarding shelter residents at the site where the resident is located. These records shall be made available to authorized DPSS staff, upon request.
13. Maintain logs documenting time and date of entry and exit of each juvenile placed in its care by DPSS, as well as proof of referral from DPSS.
14. In compliance with the State of California, Community Care Licensing regulations, complete a Special Incident Report and forward to the assigned DPSS Representative within twenty-four (24) hours of occurrence whenever a child is restrained, or if there is an appearance of child maltreatment.
15. If Contractor staff makes a Children's Services Division (CSD) referral on a particular youth, a full-written report concerning allegations, counseling, diagnosis, prognosis, contact with parents, parents' willingness to cooperate, etc., shall be completed and submitted to CSD within forty-eight (48) hours.
16. In the event of a child's unauthorized exit from the shelter, the Contractor shall report the child's departure to the referring CSD social worker by telephone within one (1) hour of discovery.

B. REPORTING

The Contractor shall submit a monthly report containing the following data elements: The month shelter services were provided, the number of CSD referred youth served during the month, the signature and title of the person completing the form, the date the form was completed, a summary of shelter accomplishments and any problems encountered. The monthly report shall be submitted electronically to DPSS Contracts Administration Unit at contractreporting@riversidedpss.org.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$112,000.00.

2. UNIT OF SERVICE COST RATE

DPSS shall reimburse the Contractor for the cost of services based on a bed night rate of \$162.50. A unit shall consist of one (1) bed night stay at the shelter to include food, clothing, counseling and recreation. A shelter stay shall not exceed four (4) bed nights (96 hours), except in special circumstances as determined and approved by DPSS. The total amount of units shall not exceed 689 bed nights as authorized under this contract.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by completed Daily Log-In Sheet (**Exhibit C**). If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Form 2076A (**Exhibit A**) following the instructions set forth on the "Instructions for Form 2076A". Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. 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.

5. 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.

6. 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.

7. 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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Contract 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 regulations(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
(909) 358-3030

4. 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.

5. HOLD HARMLESS/INDEMNIFICATION

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

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

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no

way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. INSURANCE

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

(1) Worker's Compensation:

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

(2) Commercial General Liability:

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

(3) Vehicle Liability:

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

b. General Insurance Provisions – All lines:

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

- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured

retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

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

9. ASSIGNMENT

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

10. PERSONNEL

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

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

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

11. SUBCONTRACT FOR SERVICES

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

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

15. CONTRACT TRANSITION PERIOD

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

services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:

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

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

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

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, with no 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:	Riverside Site Location: Operation SafeHouse Attn: Kathy McAdara 9685 Hayes Street Riverside, CA 92503 CDSS License # 336-402216	Desert Site Location: Operation SafeHouse Attn: Kathy McAdara 72710 E. Lynn Street Thousand Palms, CA 92276 CDSS License # 336-423427
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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 1st.

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

EXHIBIT A

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

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

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 (\$) _____
_____ (# 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.

OBSERVATION CHECKLIST

Child's Name: _____ **Date:** _____

Staff Name: _____

Facility Name: _____ **Phone:** _____

Child's Behavior	Always/Yes	Sometimes	Never/No
Follows/observes facility rules	_____	_____	_____
Practices good hygiene	_____	_____	_____
Accepts authority and direction from staff	_____	_____	_____
Gets along with peers/adults	_____	_____	_____
Manipulates adults/peers	_____	_____	_____
Verbally threatens peers/adults	_____	_____	_____
Swears or uses obscene provocative language	_____	_____	_____
Gets into fights	_____	_____	_____
Cruel or mean to others	_____	_____	_____
Acts impulsively without thinking	_____	_____	_____
Has temper tantrums, is volatile	_____	_____	_____
Intentionally damages/destroys property	_____	_____	_____
Engages in gang activities	_____	_____	_____
Commits violence or harm to self	_____	_____	_____
Acts depressed &/or has persistent mood swings	_____	_____	_____
Talks about suicide/attempts suicide	_____	_____	_____
Uses drugs, alcohol, or other illegal substance	_____	_____	_____
Demands attention	_____	_____	_____
Displays deficits in self-help skills	_____	_____	_____
Displays symptoms of eating disorder	_____	_____	_____
Requires a special diet	_____	_____	_____
Pregnant	_____	_____	_____

Staff's Summary Notes: _____

**Department of Public Social Services
Child Protective Services
Daily Log-In Sheet**

CONTRACTOR'S NAME: _____

DATE: _____

	NAME	DOB	CITY OF RESIDENCE	ZIP	ASSIGNED BY		AGE	SEX (M/F)	ACCEPTANCE		RELE DATE
					DPSS	COURT			DATE	TIME	
1					<input type="checkbox"/>	<input type="checkbox"/>					
2					<input type="checkbox"/>	<input type="checkbox"/>					
3					<input type="checkbox"/>	<input type="checkbox"/>					
4					<input type="checkbox"/>	<input type="checkbox"/>					
5					<input type="checkbox"/>	<input type="checkbox"/>					
6					<input type="checkbox"/>	<input type="checkbox"/>					
7					<input type="checkbox"/>	<input type="checkbox"/>					
8					<input type="checkbox"/>	<input type="checkbox"/>					
9					<input type="checkbox"/>	<input type="checkbox"/>					
10					<input type="checkbox"/>	<input type="checkbox"/>					
11					<input type="checkbox"/>	<input type="checkbox"/>					
12					<input type="checkbox"/>	<input type="checkbox"/>					
13					<input type="checkbox"/>	<input type="checkbox"/>					
14					<input type="checkbox"/>	<input type="checkbox"/>					
15					<input type="checkbox"/>	<input type="checkbox"/>					
16					<input type="checkbox"/>	<input type="checkbox"/>					
17					<input type="checkbox"/>	<input type="checkbox"/>					
18					<input type="checkbox"/>	<input type="checkbox"/>					
19					<input type="checkbox"/>	<input type="checkbox"/>					
20					<input type="checkbox"/>	<input type="checkbox"/>					

**Must Accompany Request for Payment DPSS Form 2076A . Send original to MRU and copy CAU
Riverside County Department of Public Social Services**