

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

157



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 15, 2010

SUBJECT: Approval of Contract Agreement # CS-01691 with Aspiranet

RECOMMENDED MOTION:

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # CS-01691 with Aspiranet for the period of July 1, 2010 through June 30, 2011 for an amount not to exceed \$897,595.92 annually, which contains an option to renew the agreement for (2) two additional one-year periods; and
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 897,595.92	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	10-11

SOURCE OF FUNDS:
100% State Transitional Housing Program – Plus funds

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

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

Prev. Agn. Ref.: None

District: All

Agenda Number:

3.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Purchasing: *Mark Salter* Assistant Director
 Departmental Concurrence
Amie E. McKenna
 County Counsel

TO: BOARD OF SUPERVISORS **DATE:** June 15, 2010

SUBJECT: Approval of Contract Agreement # CS-01691 with Aspiranet

BACKGROUND (Continued):

Transitional Housing Program-Plus (THP-Plus) services are intended to provide housing opportunities for emancipated youth from the ages of 18-24 years. The goal of the THP-Plus program is to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. The program objective is to improve outcomes for former foster youth by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty and incarceration. DPSS desires for foster youth to experience a supportive environment after emancipation as they transition to independence.

FINANCIAL:

The Maximum Reimbursable Amount of this Agreement is \$897,595.92 to serve up to 34 youth which is currently budgeted for FY 10/11. However, if more state funds are allocated, the amount may increase to \$1,056,000 to allow services for up to 40 youth. The Source of Funds is 100% state funded with Transitional Housing Plus funds. No County contribution is required.

PRICE REASONABLENESS: On January 26, 2010, Purchasing released a Request for Proposal (RFP) to 67 prospective bidders on the County Purchasing website. Eight (8) proposals were received and six (6) were found responsive as follows:

Anka Behavioral Health, Inc.
Aspiranet
New Haven Youth and Family Services
Olive Crest Treatment Center
Optimist Boys Home and Ranch
Walden Family Services

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and DPSS. The evaluation team reviewed and scored each proposal based on the bidder's experience with overall responsiveness to the requirements of the scope of service, the quantity and location of facilities, experience/ability, credentials, references and the overall cost. Aspiranet was selected as the most responsive/responsible vendor, submitting an annual cost that shall not exceed \$897,595.92.

The evaluation committee recommends that the award be given to Aspiranet, as the lowest responsive/responsible vendor with the annual amount of \$897,595.92.

Aspiranet is a non-profit corporation. Aspiranet has served Riverside County children and families in its Foster Care Program for the last 15 years and is familiar with the community and community resources. Aspiranet has extensive experience working with emancipating foster youth and currently operates THP-Plus services for seven Counties including, San Bernardino, Merced, Madera, San Joaquin, Fresno, Stanislaus, and Tulare.

TO: BOARD OF SUPERVISORS **DATE:** June 15, 2010

SUBJECT: Approval of Contract Agreement # CS-01691 with Aspiranet

PRICE REASONABLENESS (Continued):

Therefore, the Director of DPSS requests that the Board approve and execute the attached Agreement # CS-01691 between Riverside County Department of Public Social Services (DPSS) and Aspiranet.

ATTACHMENT(S):

Approval of Agreement # CS-01691 for Transitional Housing Program – Plus Services.

CONCUR/EXECUTE –

Purchasing concurs with this request.

SL:tc

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

SERVICES CONTRACT: CS-01691
 CONTRACTOR: Aspiranet
 CONTRACT TERM: July 1, 2010 - June 30, 2011
 MAXIMUM REIMBURSABLE AMOUNT: \$897,595.92

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Transitional Housing Plus services;

WHEREAS, Aspiranet is qualified to provide Transitional Housing Plus services;

WHEREAS, DPSS desires Aspiranet, 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 Aspiranet
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Vernon Brown
Title: Chair, Board of Supervisors	Title: CEO
Address: 10281 Kidd St. Riverside, CA 92503	Address: 164 W. Hospitality Lane, Ste. 1 San Bernardino, CA 92408
Date Signed:	Date Signed:

TABLE OF CONTENTS

I. DEFINITIONS.....3

II. DPSS RESPONSIBILITIES3

III. CONTRACTOR RESPONSIBILITIES.....4

IV. JOINT RESPONSIBILITIES8

V. FISCAL8

 A. MAXIMUM REIMBURSABLE AMOUNT8

 B. LINE ITEM BUDGET9

 C. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT10

 D. FINANCIAL RESOURCES10

 E. RECORDS, INSPECTIONS AND AUDITS10

 F. SUPPLANTATION11

 G. DISALLOWANCE11

 H. AVAILABILITY OF FUNDING11

VI. ADMINISTRATIVE.....11

 A. CONFLICT OF INTEREST12

 B. CONFIDENTIALITY12

 C. EMPLOYMENT PRACTICES12

 D. CLIENT CIVIL RIGHTS COMPLIANCE13

 E. PROCEDURE TO RESOLVE CLIENT GRIEVANCE15

 F. HOLD HARMLESS/INDEMNIFICATION15

 G. INSURANCE15

 H. LICENSES AND PERMITS18

 I. INDEPENDENT CONTRACTOR18

 J. ASSIGNMENT19

 K. PERSONNEL19

 L. SUBCONTRACT FOR SERVICES19

 M. CHILD ABUSE REPORTING20

 N. ELDER AND DEPENDENT ADULT ABUSE REPORTING20

 O. REPORTING20

 P. DEPARTMENT AND SUSPENSION21

 Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES21

 R. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)21

 S. 501 (c) (3) NON-PROFIT STATUS22

 T. CONTRACT TRANSITION PERIOD22

VII. GENERAL.....22

 A. EFFECTIVE PERIOD.....22

 B. NOTICES22

 C. DISPUTES23

 D. SANCTIONS23

 E. GOVERNING LAW.....24

 F. CONSUMER PRICE INDEX (CPI).....24

 G. MODIFICATION OF TERMS.....24

 H. TERMINATION24

 I. ENTIRE CONTRACT24

List of Exhibits

Exhibit A- DPSS 2076A & Instructions

Exhibit B- DPSS 2076B & Instructions

Exhibit C – Breakdown of Billable Youth Items Into ILP Domains

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "CDSS" shall mean California Department of Social Services.
- C. "CSD" shall mean Children's Services Division.
- D. "Contractor" shall mean any employee, agent or representative of the Aspiranet company used in conjunction with the performance of the contract.
- E. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. DPSS and County are used interchangeably.
- F. "DPSS" shall mean the County of Riverside and its Department of Public Social Services.
- G. "Emancipated Youth" shall mean former foster youth between the ages of 18-24 years who are participants of the THP-Plus program.
- H. "ETO" shall mean Efforts to Outcomes.
- I. "ILP" shall mean the Independent Living Program.
- J. "TILP" shall mean Transitional Independent Living Plan.
- K. "Transitional Housing Program-Plus (THP-Plus)" shall mean the provision of certified placement opportunity for emancipated youth from the ages of 18-24 years. The goal of the THP-Plus program is to assist former foster youth in securing and maintaining housing while they seek employment, education, or other self-sufficiency sustaining tasks. The program objective is to improve outcomes for former foster youth by providing them with housing and comprehensive services after emancipation in order to break the cycle of homelessness, unemployment, poverty, and incarceration. The County desires for foster youth to experience a supportive environment after emancipation as they transition to independence.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Aspiranet.
- B. DPSS may monitor the performance of Aspiranet 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 eligible emancipated youth from the ages of 18-24 years to the Contractor for THP-Plus services.

III. CONTRACTOR RESPONSIBILITIES

SCOPE OF SERVICE

1. Assign staff to be liaison between Aspiranet and DPSS to accept referrals and for program updates.
2. Provide housing and THP-Plus support services to 34 youth each month, referred by DPSS/CSD staff.
3. Provide the following THP-Plus services:

3.1 Target Population

Provide THP-Plus services to referred youth who meet the eligibility criteria set forth in statute, as follows:

AB 427 (Chapter 125, Statutes of 2001)
AB1119 (Chapter 639, Statutes of 2002)
AB 824 (Chapter 636, Statutes of 2005)

These regulations can be reviewed via All County Letters and All County Information Notices at www.cdss.ca.gov/.

3.2 Geographic Areas

Provide services countywide throughout Riverside County.

3.3 Goals and Outcomes

As a THP-Plus service provider, accomplish the following outcomes and objectives:

3.3.1 Objectives

A. Housing and Financial Support

To provide and coordinate affordable housing for all THP-Plus youth (60% of THP-Plus enrolled youth will successfully maintain their THP-Plus placement.)

B. Support Services

To provide case management services that help empower youth and increase access to resources for all THP-Plus youth (100% of youth will receive case management).

C. Transition Support

To provide a transition plan for each youth, progress towards each youth's transitional objectives, and the necessary resources to help them become independent adults (of the THP-Plus residents not employed at time of entry, 60% will obtain employment within six months of entering program).

3.3.2 Outcome Goals

- A. **Housing & Financial Support**
Increase number of emancipated youth that live independently and have permanent housing after THP-Plus services end.
- B. **Support Services**
Increase the number of emancipated youth that receive a variety of support services.
- C. **Transition Support**
Increase the number of emancipated youth that acquire long-term life skills.

3.4 Service Delivery

3.4.1 Intake

- A. Review youth applications and provide interviews with each youth.
- B. Assess youth being considered for the THP-Plus program, and consider each youth's age, placement history, history of drug or alcohol abuse, current strengths, level of education, mental health history, medical history, prospects for successful participation in the program, and work experience.
- C. Consult with key stakeholders regarding youth's strengths and needs as they relate to the TILP.
- D. Share admission criteria with DPSS.
- E. Accept or reject youth applications. Rejections must be justified and communicated with DPSS.
- F. Provide a contract to the emancipated youth that specifies the requirements for each party and that both parties agree to those requirements.

3.4.2 Youth Services – Housing & Financial Support

- A. Provide scattered-site housing coordination services and THP-Plus support services for emancipated youth each month, referred by DPSS. Housing coordination includes:
 - 1. locating appropriate housing options
 - 2. securing those locations and managing the terms and agreements with property owners and between emancipated youth
 - 3. provide and maintain rental agreements for all youth.
Contractor will assume all responsibility and liability for rental and/or lease agreements. Specifically, DPSS will not be held liable for the length of payment of any leases.
- B. \$2,200 will be allocated each month to cover all expenses for emancipated youth (utilities, rent, and food) and contractor cost (administrative and operational).

C. Report expenditures for payment of utilities, telephone, and rent.

3.4.3 Youth Services – Life Skills Support

- A. Provide case management for assigned emancipated foster youth
- B. Provide 24-hour crisis intervention and support.
- C. Provide individual and group therapy, either directly or through referrals.

3.4.4 Youth Services – Transition Support

- A. Coordinate with DPSS to meet the goals outlined in the TILP.
- B. Act as Educational Advocates. Support youth educational goals, including linkages to Foster Youth Services with the goal of each youth obtaining a high school diploma, certificate of General Education Development or High School Proficiency prior to graduation from the Program.
- C. Assist youth to pursue college or other post-high school training to better prepare for the future.
- D. Provide emancipated youth with job readiness training and support with access to Workforce Investment Act partners (Public Law 105-220).
- E. Recruit, screen and retain adult mentors who will commit to following emancipated youth for a minimum of six (6) months following their exit of the THP-Plus program.
- F. Provide services to emancipated youth to build and support relationships with family and community.
- G. Assist youth at the completion of the THP-Plus program in finding or maintaining affordable housing that costs no more than 30% of the youth's gross income.
- H. Provide help to emancipated youth to learn how to independently budget and manage on-going expenses such as utilities, telephone and rent.
- I. Provide services after emancipated youth exit the program for a minimum of six (6) months, including support groups and referrals to community resources.
- J. Deposit \$50 per month, per emancipated youth into an interest bearing Deposit Insurance Corporation insured savings account. Monetary incentives will be given to the youth at the time of their emancipation. If youth exit the program before emancipation and they cannot be located within 90 days, the savings account money should be returned to DPSS.

- K. Add DPSS to the youth savings account signature card. Copies of account information and signature cards need to be provided to DPSS within five (5) business days of opening an account for all youth.

3.5 Administration/Quality Assurance Requirements

- 3.5.1 Provide safety procedures for emancipated youth to ensure a safe living environment.
- 3.5.2 Maintain employee files for all employees assigned to and that may come in contact with referred youth.
- 3.5.3 Ensure that employees and mentors do not discriminate against any youth referred, on the basis of race, gender, sexual orientation or disability (Section 11135 of the Government Code).
- 3.5.4 Provide employment criteria regarding any employee's age, drug/alcohol history and experience working with emancipated youth.
- 3.5.5 Have staff on all shifts able to speak and understand Spanish.
- 3.5.6 Provide training criteria on how employees are trained to work with emancipated youth and ensure that these employees are able to adequately counsel emancipated youth, and provide them with independent living skills.
- 3.5.7 Provide a training program to educate employees about characteristics of emancipated youth placed in a long-term care settings, and designed to ensure these employees can adequately supervise and counsel youth and provide them with training in independent living skills.
- 3.5.8 Provide staffing that includes all Full-time Equivalent (FTE) positions required to run the THP-Plus services status for each position, caseload limits of direct service staff, and supervisory limits for staff responsible for supervising direct service staff.
- 3.5.9 Comply with all Health Insurance Portability and Accountability Act requirements (HIPAA) which ensures client confidentiality.

3.6 Record Keeping and Reporting Requirements

- 3.6.1 Maintain all records regarding residents at the site where the Contractor is located.
- 3.6.2 Maintain a case file for each youth referred and served.
- 3.6.3 Use Social Solutions ETO software provided by DPSS for THP-Plus case management, and enter all:

- A. Intake information on all referred youth which includes admission and rejection information;
- B. Services provided;
- C. Monthly, quarterly, and semi-annual reports;
- D. Contacts made with participants;
- E. Time and date of entry and exit of each youth;
- F. Other relevant case notes.

3.6.4 Report youth dismissals and departures from the program within an hour of discovery (when they are certain the youth has abandoned):

- A. Call the Independent Living Program (ILP) main line at (951) 358-6748.
- B. Record in ETO within one business day.

3.6.5 Provide data for outcome and evaluation for emancipated youth continuing for two (2) years following their exit from the THP-Plus program.

IV. JOINT RESPONSIBILITIES

The Contractor and DPSS will:

A. Agree on grounds for termination from the THP-Plus program. Grounds for termination may include, but not be limited to:

1. Illegal activities.
2. Consistently breaking program rules regarding visitation, curfew, care of the apartment and/or apartment furnishings.
3. Violating the personal safety of other apartment residents or program participants.
4. Moving unauthorized persons into the apartment.

B. Conduct Joint Operational Meetings to discuss the program's progress and address any issues that may arise, such as prioritization of youth on the THP-Plus waiting list, education and employment expectations, and special needs of youth participating in the program.

C. Share information and resources for the benefit of youth participating in the program.

V. FISCAL

A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$897,595.92.

B. LINE ITEM BUDGET

DPSS will pay a Maximum Amount of \$2,200 per emancipated youth, per month for 34 youth. The cost elements will fall in the following three categories: Salaries and Benefits, Youth expenses, and Operating expenses.

Other youth categories can be added to the "Breakdown of Billable Youth Items into ILP Domains" (**Exhibit C**) with the approval of CSD and Fiscal.

SALARIES AND BENEFITS	Per Youth	MONTH	ANNUAL
Admin Assistant (Housing Specialist) 1 FTE	\$72.50	\$2,465.00	\$29,580.00
District Director .10 FTE	\$16.00	\$544.00	\$6,528.00
Program Supervisor .50 FTE	\$58.75	\$1,997.50	\$23,970.00
Social Worker 1 FTE	\$87.50	\$2,975.00	\$35,700.00
Life Coach 4 FTE @ \$2,946	\$294.60	\$10,016.40	\$120,196.80
Staff on-Call Reimbursement	\$5.00	\$170.00	\$2,040.00
Total Benefits (15.7%)	\$83.95	\$2,854.30	\$34,251.60
TOTAL PAYROLL EXPENSES	\$618.30	\$21,022.20	\$262,236.40
YOUTH EXPENSES			
Education	\$65.00	\$2,210.00	\$26,520.00
Employment	\$50.00	\$1,700.00	\$20,400.00
Permanency (Emancipation/Savings Funds)	\$100.00	\$3,400.00	\$40,800.00
Safety & Well Being (Utilities, rent, food, clothing, personals)	\$960.00	\$32,640.00	\$391,680.00
Other Approved Youth Categories	\$77.00	\$2,618.00	\$31,416.00
TOTAL YOUTH EXPENSES	\$1,252.00	\$42,568.00	\$510,816.00
OPERATING EXPENSES			
Advertising	\$1.25	\$42.50	\$510.00
Ed/Conf/Mtngs	\$1.88	\$63.92	\$767.04
Fingerprint	\$1.00	\$34.00	\$408.00
Physical/Empl	\$1.12	\$38.08	\$456.96
Mileage	\$41.00	\$1,394.00	\$16,728.00
Office Supplies	\$3.75	\$127.50	\$1,530.00
Postage/Printing/Books/Dues	\$2.00	\$68.00	\$816.00
Pager/Cell/Internet	\$5.00	\$170.00	\$2,040.00
Building Lease	\$48.75	\$1,657.50	\$19,890.00
Equip Lease	\$2.50	\$85.00	\$1,020.00
Utilities	\$7.00	\$238.00	\$2,856.00
TOTAL OPERATING EXPENSES	\$116.25	\$3,918.50	\$47,022.00
TOTAL PAYROLL, YOUTH OPERATING EXPENSES	\$1,985.55	\$67,508.70	\$810,104.40
Headquarters Expense (10.8%)	\$214.44	\$7,290.96	\$87,491.52
TOTAL EXPENDITURES	\$2,199.99	\$74,799.66	\$997,595.92

C. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. 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.
3. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
4. 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.

D. 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.

E. RECORDS, INSPECTIONS AND AUDITS

1. 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.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this 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.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. 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.

F. 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.

G. 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.

H. AVAILABILITY OF FUNDING

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

VI. ADMINISTRATIVE

A. 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.

B. 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.

C. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this 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).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

3. 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.

D. CLIENT CIVIL RIGHTS COMPLIANCE

1. 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.

2. **Client Complaints**

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. **Services, Benefits and Facilities**

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.
- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

4. **Cultural Competency**

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

E. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

F. 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.

G. 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 Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing 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.

H. 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.

I. 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.

J. 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.

K. 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.

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.

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.

L. 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.

M. 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.

N. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

O. REPORTING

1. The Contractor shall submit a quarterly report which includes all of the following:
 - a. the number of CSD-referred youth served during the quarter;
 - b. the month service was provided;
 - c. the signature and title of the person completing the form; and
 - d. the date the form was completed.

2. The Contractor shall submit an annual report which includes all of the following:
 - a. the number of CSD-referred youth served during the agreement term period;
 - b. the month service was provided;
 - c. the signature and title of the person completing the form; and
 - d. the date the form was completed.

3. The Contractor shall submit a quarterly report on the following key indicators:
 - a. Housing & Financial Support
 - # and % of youth that receive single site housing which does not cost more than 30% of their gross income
 - # and % of youth that have permanent housing after THP-Plus services end which does not cost more than 30% of their gross income

 - b. Support Services
 - # and % of case management hours provided.
 - # and % of referrals to youth.
 - # and % of accessed services from referral.

 - c. Transition Support
 - # and % of youth that are employed full-time.
 - # and % of youth employed part-time.
 - # and % of youth enrolled in college or vocational program.

4. The Contractor shall agree to use Social Solutions software, to be provided by DPSS, for THP-Plus case management.
5. The Contractor shall submit a monthly report to Fiscal showing \$50 a month is deposited into employed youth's saving accounts. Monthly reports should be sent with monthly invoice.

P. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. 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;
3. 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
4. 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.

Q. 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.

R. 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

S. 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.

T. 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.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, with two (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: Aspiranet
Vernon Brown, CEO
164 W. Hospitality Lane, Suite # 1
San Bernardino, CA 92408

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. 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.

D. 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.

E. 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.

F. CONSUMER PRICE INDEX (CPI)

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Transitional Housing Plus (THP-Plus) service and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Exhibit: A

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

From: _____
Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

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

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

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

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

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

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

Authorized Signature Title Date



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.

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of Form 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

information on all DPSS Forms.)

FORM DPSS 2076B

CONTRACTOR EXPENDITURE REPORT

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

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

"Contractor Name"

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

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

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

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.

The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

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

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

DPSS 2076B (8/03) CONTRACTOR EXPENDITURE REPORT

EXHIBIT C

Breakdown of Billable Youth Items Into ILP Domains

YOUTH EXPENSES FISCAL YEAR BUDGET 10/11	Monthly	Annual
Education:		
Student Fees		
Books		
Tuition		
Transportation		
Child Care		
Fees for Tests		
Parenting Classes		
Driving Classes		
DMV Fees		
ID Cards		
Tutoring		
Internet		
Computers/Printers etc.		
Ink and Paper		
School Supplies		
TOTAL YOUTH EDUCATION EXPENSES		
Employment		
Transportation		
DMV Fees		
Clothing		
Child Care		
Tools and Supplies		
Training Costs (Including housing for out of town trainings)		
Licenses and Certifications		
Job Hunting Expenses (Resumes etc.)		
Internet		
Computers		
TOTAL EMPLOYMENT EXPENSES		
Permanency		
Rent/Deposits		
Utilities		
Food		
Apartment Maintenance		
Savings Account		
Laundry Allowance		
Fees for Documents (Birth Certificates, Notary Fees, ID Cards etc)		

EXHIBIT C

Furniture		
Household Goods		
Cleaning Supplies		
Moving Expenses		
TOTAL PERMANENCY EXPENSES		
Safety and Well Being		
Medical Costs		
Mental Health Services		
Personal Hygiene Items		
Prescriptions		
Over the Counter Medications		
Hair Cuts		
Gym Memberships		
Family Finding Costs		
Recreations Activities		
Restraining Order Fees		
Moving Expenses for relocation		
Apartment repairs and maintenance		
<i>Incentives and Awards</i>		
TOTAL SAFETY AND WELL BEING EXPENSES		
Other Youth Categories Approved by CSD and Fiscal		
TOTAL YOUTH EXPENSES		