

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

455



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SUBMITTAL DATE:
May 3, 2011**

SUBJECT: FY 2011-14 CALWORKS ADULT EDUCATION AGREEMENT TEMPLATE

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to approve the attached CalWORKs Adult Education Agreement template, for the period of July 1, 2011 through June 30, 2014;
2. Authorize the Purchasing Agent to execute CalWORKs Adult Education Agreements with the local education agencies listed below, on DPSS' behalf, not to exceed the aggregate amount of \$750,000 for the period of July 1, 2011 through June 30, 2012, with two (2) one-year renewal options:

Banning Adult School	Corona-Norco Adult School	Moreno Valley Adult School
Beaumont Adult School	Desert Sands Adult School	Palm Spring Adult School
Coachella Adult School	Hemet Adult School	Perris Community Adult School
College of the Desert	Lake Elsinore Adult School	Riverside Adult School

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments and renewals that do not change the substantive terms of the Agreements, including amendments to the compensation provision that do not exceed the aggregate maximum reimbursable amount of \$750,000 annually; and

Patricia Reynolds

Patricia Reynolds, Assistant Director for
Susan Loew, Director

(CONTINUED – 2 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 750,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 60,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 60,000	For Fiscal Year:	2011-12

SOURCE OF FUNDS: 85% Federal Funds, 7% State Funds, and 8% County General Fund	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

FORM APPROVED COUNTY COUNCIL
BY: *Mark Seiler* DATE: 9/25/11
Departmental Conference

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: (9/25/01, #3.33), (4/8/08, #3.18), and (5/4/10, #3.62) **District:** All **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.44

TO: BOARD OF SUPERVISORS

DATE: May 3, 2011

**SUBJECT: FY 2011-14 CALWORKS ADULT EDUCATION AGREEMENT
TEMPLATE**

4. Authorize the Director of DPSS to administer the Agreements with the local education agencies.

BACKGROUND:

Current CalWORKs (California Work Opportunity and Responsibility to Kids) rules ensure that individuals who work are better off financially than if they do not work. California's Welfare to Work (WTW) program is designed to assist welfare recipients to obtain or prepare for employment. The WTW program serves all 58 counties in the state and is operated locally by each county welfare department or its contractors.

To that end, since September 25, 2001, (Agenda #3.33), the Board authorized DPSS to enter into Agreements with Riverside County school districts to help CalWORKs clients gain self-sufficiency through employment. The school districts provide clients with:

- Job readiness and Employability (e.g., resume writing, mock interviews, etc.)
- Vocational and Adult Basic Education (ABE)
- GED-Prep
- High school diploma
- English-as-a-Second Language (ESL) skills training

DPSS negotiated the Agreements with the adult schools without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

Budgeting for these programs is based on historical spending patterns and forecasted program changes. Funding allocations are adjusted annually, through amendments, to account for unforeseen expenditures and underutilization of funds for those adult schools whose service delivery is below or above expected service levels.

It is projected that next year, there will be an increase in adult education referrals, in some instances doubling the monthly average from previous fiscal years, due to the economic downturn. As more individuals enter the welfare-to-work program in hopes of becoming self-sufficient, DPSS has expended 100% of the \$500,000 adult education funding allocation for FY 2010-11. In order for the adult schools with which we partner to continue enrolling new, and continue to service current CalWORKs clients, without interruption, DPSS is requesting that the aggregate contract amounts for adult education be increased from \$500,000 to \$750,000 for FY 2011-14.

FINANCIAL DATA:

These programs are 85% federally funded, 7% funded by the State of California CalWORKs program, and 8% funded by the County General Fund.

CONCUR/EXECUTE: County Purchasing

SL: mr

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

PROFESSIONAL SERVICES AGREEMENT: (CONTRACT NUMBER)
 CONTRACTOR: (LOCAL EDUCATION AGENCY NAME)
 CONTRACT TERM: JULY 1, 2011 THROUGH JUNE 30, 2012
 MAXIMUM REIMBURSABLE AMOUNT: (CONTRACT DOLLAR AMOUNT)

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide Adult Education (ESL, ABE, GED PREP/HSD) and vocational education services for its CalWORKs participants;

WHEREAS, (Local Education Agency Name) is qualified to provide adult education and vocational education services; and

WHEREAS, DPSS desires (Local Education Agency Name), hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor.

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor will provide said services in compliance with Section 33117.5 of the California Education Code in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for the Board:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Mark Whitesell	
Title: Procurement Contract Specialist	Title:
Address: 2980 Washington Street Riverside, CA 92504	Address:
Date:	Date:

(LOCAL EDUCATION AGENCY NAME)

PROFESSIONAL SERVICES AGREEMENT

FOR

ADULT AND VOCATIONAL EDUCATION

SERVICES

TERMS AND CONDITIONS

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LIST OF EXHIBITS

- Exhibit A – CalWORKs Adult Education Program Handbook**
- Exhibit B – Vendor Assurance of Compliance Form**

I. ABBREVIATIONS/DEFINITIONS

- A. "ABE" refers to adult basic education sometimes called basic skills.
- B. "CalWORKs" is the acronym for Assembly Bill 1542 passed in 1997 known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act.
- C. "CalWORKs Education Plan" or "Education Plan" are used interchangeably and refer to documentation by the Contractor outlining the student's education history including classes, units already completed and recommended curriculum needed to achieve specific education and training goals along with an estimated time frame for completion.
- D. "Case Manager" refers to the referring DPSS employee, who is assigned to a participant.
- E. "Contractor" refers to the entity, including its employees, providing services under this Agreement.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- G. "DPSS CAT" refers to the CalWORKs Administrative Team—a member of the administrative division of the Riverside County Department of Public Social Services.
- H. "ESL" refers to English as a Second Language.
- I. "Fee Schedule" refers to public rates, established by the LEA for Direct service costs (e.g., enrollment, testing, and attendance reporting) and ancillary costs (e.g., books, supplies, and materials).
- J. "GAIN" is an acronym for Greater Avenues to Independence, which is the CalWORKs program that deals with employment and training.
- K. "GED" refers to the general education development diploma.
- L. "HSD" refers to high school diploma.
- M. "LEA" refers to local education agencies.
- N. "Online Program" refers to Internet based instruction delivered through a course management system (e.g., Plato).
- O. "Participant" refers to a DPSS-referred person eligible for adult education services.
- P. "Remedial education" refers to those educational curricula that lead up to, and include, the attainment of a high school diploma HSD or GED equivalency certificate. These curricula may include ABE math, reading and language, and ESL.
- Q. "Satellite location" refers to a monitored classroom(s) not located on the Contractor's primary campus. The monitored classrooms(s) may be an extension of the main campus or space controlled by another education provider.
- R. "Vocational education" refers to specific training that would be required for competent practice in a specific vocational field. This competency is generally accomplished and proven through

training that leads to certification (i.e. Certified Nursing Assistant (CNA), Heating, Ventilation and Air Conditioning Certified (HVAC), Certified Medical Assistant (CMA), and Certified Computer Repair (CCR), etc.

II. DPSS RESPONSIBILITIES

- A. DPSS will assign staff to be a liaison to answer questions relating to the program.
- B. DPSS will monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. 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. DPSS will assume ultimate responsibility in determining:
 - 1) Persons to be served, and
 - 2) Cultural and linguistic needs of ethnic participants are met in the delivery of service.
- D. DPSS will reimburse the Contractor for tests, books, supplies, and other materials, based on the Contractor's fee schedule for the academic year that falls under the term of this Agreement. Reimbursement will only be approved when attendance is verified to prevent paying for supplies when students are 'no shows.'

If fee schedules for the academic year under which services are to be provided under this Agreement are not submitted to DPSS, then reimbursement by DPSS will be made based on the Contractor's fee schedule from the previous academic year or prevailing rates, whichever is less.

- E. DPSS will not reimburse the Contractor for testing error fees.
- F. DPSS will notify the Contractor upon receipt of any medically excused absences so that it may be reflected in attendance reporting.

III. CONTRACTOR RESPONSIBILITIES

GAIN SERVICES

- A. The Contractor shall assign a liaison between the Contractor and DPSS.
- B. The Contractor shall, throughout the term of this Agreement, provide adult education services to all participants referred by DPSS. All services must be performed in compliance with the CalWORKs Adult Education Program Handbook, attached hereto as **Exhibit A**, and incorporated herein by this reference.
- C. The Contractor shall provide ABE, GED preparation, ESL, and HSD services to eligible participants, as follows:
 - 1. Evaluate the individual participant's educational and/or vocational skills training needs and prepare a related Education Plan reflecting these needs.
 - 2. Assure the student enrollment process by initiating enrollment services as outlined in **Exhibit A**.

3. Monitor the progress of each participant through periodic testing assignments as stated in Exhibit A.
 4. Contact the Case Manager to provide input to the referral process.
 5. Maintain attendance records on all participants.
 6. Disenroll any participant for habitual irregular attendance.
 7. Provide electronic attendance reports to the DPSS CAT weekly, in the attached format (Exhibit A), by e-mailing said reports to GAIN@riversidedpss.org, no later than five (5) school days following the week for which attendance is being reported.
 8. Refer all participants back to the referring Case Manager upon completion of his/her education services component. The Contractor will write completion comments on the C-IV Plan 109 Form, and fax or mail, the form to the referring Case Manager.
 9. Provide Internet based online instruction, if available, to participants in compliance with provisions 1 through 8, above.
- D. The Contractor shall enroll participants in vocational education classes that will lead to certification, or a certificate of completion, in an occupational field that is in high demand in the local job market.
- E. The Contractor agrees to provide a system of its own design for participants to express and have considered their views, grievances, and complaints regarding delivery of service.
- F. The Contractor shall provide DPSS with a copy of its fee schedule (or public rates), for the academic year, for all courses, books, supplies/materials, etc., to be reimbursed under this Agreement, on or before the first day of classes.
- G. The Contractor shall include signed acknowledgements of the following policies in personnel files, as outlined in Section V., paragraphs E., F., and G.:
- Client Confidentiality
 - Child Abuse and Neglect Reporting
 - Elder/dependent Abuse and Neglect Reporting

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payments under this Agreement shall not exceed (Contract Dollar Amount) for the program period beginning on July 1, 2011, and shall be funded through June 30, 2012, and shall be in accordance with the Contractor's fee schedule.

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The claiming period shall include the period beginning July 1, 2011, through June 30, 2012. All claims, **including claims where a zero amount is claimed for the claiming period**, shall be submitted no later than thirty (30) days after the claiming period (calendar month) in which the services were provided. Eligible billing items missed during previous claiming

period(s) must be submitted no later than May 31st. DPSS may reject late claims. These claims shall be processed within twenty (20) calendar days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment. The Contractor shall utilize DPSS Form 2076G, "Contractor Payment Request," attached hereto in **Exhibit A**.

2. The Contractor shall submit all claims for payment and supporting documents that correspond to the educational activity for the claiming period. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the report or receipts are received by DPSS. Instructions for and copies of the required billings are contained in **Exhibit A**.
3. The Contractor will submit an estimated claim for each month of **May and June** to be received by DPSS no later than June 7th, in order to capture that month's payment in that fiscal year. The Actual billing for May shall be submitted no later than June 30th. The June Actual billing shall be submitted no later than July 30th, reimbursing DPSS for any overpayment for May or June, or requesting payment of any under-billed amount.
4. No payment will be made to the Contractor during periods in which the Contractor has ceased operations or has discontinued services agreed upon in the contract.

C. RATE OF PERFORMANCE PAYMENTS

DPSS will pay the Contractor for units of service specified in the "Performance Payment" section in **Exhibit A**.

D. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, parent or subsidiary business entities, resulting in a 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 Agreement. 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 Agreement 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 Agreement 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 DPSS, 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 Agreement. 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 any audit.

F. SUPPLANTATION

The Contractor shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Contractor receives a payment for services under this Agreement 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. CAPITAL EQUIPMENT

1. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to the Contractor that have a single unit cost of at least \$1,000, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in the County of Riverside Department of Public Social Services. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, the Contractor shall immediately return any items of capital equipment to the DPSS (or the state) or its representative, or dispose of them in accordance with the directions of the County of Riverside DPSS (or the State Department of Social Services [DSS]). The Contractor further agrees to the following:
 - a. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
 - b. To label and number all items of capital equipment, do periodic inventories as required by DPSS, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by DPSS. All such lists shall be submitted to DPSS or DSS with ten (10) days of any request therefore; and
 - c. To report in writing to DPSS immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to DPSS.

2. The purchase of any capital equipment by the Contractor shall require the prior written approval of DPSS, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to the Contractor's services or activities under the terms of this Agreement. DPSS may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by the Contractor if prior approval has not been obtained from DPSS.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective for the period of July 1, 2011 through June 30, 2012, with two (2) one-year renewal options.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, which are or the Contractor believes to be, incompatible with any interests of DPSS.

D. 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, the State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

E. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records pertaining to Welfare and Institutions Code, Section 10850, and DSS Manual of Policies and Procedures, Division 19 regulations and comply with all other statutory laws and regulations relating to privacy and confidentiality.

F. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS 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 Penal Code, Section 11166.

G. 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 Agreement 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 working days.

H. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, California 92503

CONTRACTOR: (Insert Name & Address of Local Education Agency)

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 Agreement 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

I. INSURANCE

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

Workers' Compensation:

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

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, cross liability coverage, and employment practices liability 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, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured. 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 Agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insured.

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 an 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 deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original 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 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 Agreement 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 original policies,

including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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 Agreement 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 Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.
8. Contractor agrees to notify the 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 Agreement.

J. 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 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 Agreement, 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, agents, employees, subcontractors, agents or representatives from this Agreement. 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 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 in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 COUNTY 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 Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

K. ASSIGNMENT

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

L. SUBCONTRACT FOR SERVICES

No agreement shall 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 shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

M. DISPUTES

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

N. 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 payment for all services performed up to the date that written notice was given in a prorated amount.

DPSS may immediately terminate this Agreement with cause should the Contractor fail to perform the covenants of this Agreement in the time and manner specified. In the event of such termination, DPSS may proceed with the work in any manner deemed proper by DPSS. Please see Sanctions section below.

O. EQUAL OPPORTUNITY EMPLOYMENT

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

P. CIVIL RIGHTS NON-DISCRIMINATION

The Contractor shall complete the Vendor Assurance of Compliance Form with the Riverside Welfare Department Nondiscrimination in State and Federally Assisted Programs form, attached hereto as **Exhibit B** and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are nondiscriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 financial assistance.

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. The Contractor shall comply with Section 11320 of the Welfare and Institutions Code as added by AB 2580 (Chapter 1025, Statutes of 1985).

R. SANCTIONS

Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Agreement including, but not limited to reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take any other remedies available at law, or otherwise specified in this Agreement. 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 shall not be entitled to later recovery; and/or
3. Withhold funds pending curing of the breach; and/or
4. Offset against any monies billed by the Contractor but unpaid by DPSS. DPSS and/or the CDSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

S. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions

of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

T. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

U. ENTIRE AGREEMENT

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

*Cal*WORKS

ADULT EDUCATION PROGRAM HANDBOOK

A CONTRACT GUIDE FOR
LOCAL EDUCATION AGENCIES (LEA)



Prepared by
Riverside County Department of Public Social Services
Contracts Administration Unit

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APPENDICES

Form Title or Description	Form #	Appendix
Referral Form	C-IV Plan 109	1
Contractor Payment Request	DPSS Form 2076G	2
Registration-New Enrollments	Form #33-REG-1	3
Administrative Reporting	Form #33-ADMIN VOC RPT-1	4
Claim for TABE Testing	Form #33-ABE-1	5
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GED Certification Claiming	Form #33-GED-1	7
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Introduction

Overview

The purpose of this Handbook is to clarify the terms and conditions outlined in the scope of work of your contract with the Riverside County Department of Public Social Services, to help ensure compliance.

Background

CALWORKS is a welfare-to-work program that gives cash aid and services to eligible needy California families and requires that recipients engage in activities aimed at reducing poverty and increasing self-sufficiency by assisting participants with job retention and career advancement.

Contractor Responsibility

The Contractor shall assist participants in reaching higher levels of academic achievement and prepare them for a self-supporting lifestyle in the competitive work place, by providing instruction in ABE, GED, HSD, and ESL, as well as vocational training.

Because of time limits, it is essential that participants complete training and educational programs within a reasonable time frame, usually between 3-9 months.

DPSS Contacts

Program

Regional Office	Telephone #	Regional Office	Telephone #
Administration	(951) 358-3844	Hemet	(951) 791-3100
Banning	(951) 922-7500	Indio	(760) 863-2900
Blythe	(760) 921-7700	Jurupa	(951) 509-8000
Cathedral City	(760) 773-6800	La Sierra	(951) 358-6700
Corona-Norco	(951) 272-5550	Moreno Valley	(951) 413-5500
Desert Hot Springs	(760) 329-2797	Perris	(951) 940-5040
Elsinore-Temecula	(951) 245-3150	Riverside	(951) 955-3300

Fiscal

Billing/Reimbursement Department	Telephone #
Management Reporting Unit	(951) 358-7014

Contracts

Procurement Department	Telephone #
Contracts Administration Unit	(951) 358-3211

Enrollment Process - All Participants

Participant Service

The Contractor will provide explanation and assistance to participants in the completion of the appropriate State of California adult school enrollment forms.

Participant File

A participant file should be developed upon enrollment and contain the following:

<ul style="list-style-type: none">• A signed C-IV Plan 109 by the referring Case Manager	<ul style="list-style-type: none">• Education Plan
<ul style="list-style-type: none">• Record of participant counseling sessions	<ul style="list-style-type: none">• Completed enrollment forms
<ul style="list-style-type: none">• All test results and answer sheets	

Participant files will be used to retain all official documentation pertaining to participants while enrolled with your LEA.

C-IV Plan 109 – Referral Document (Appendix 1)

All participants should have a referral form (C-IV Plan 109) signed by the Case Manager referring them to your LEA. The referral form may be hand-delivered by the participant; or faxed or mailed by the Case Manager.

A response to the referral form is required within fifteen (15) calendar days of the expected start date of the activity, indicating the following:

<ul style="list-style-type: none">• Whether or not the participant reported to you as directed	<ul style="list-style-type: none">• Test results
<ul style="list-style-type: none">• The projected hours/days of attendance	<ul style="list-style-type: none">• Participant enrollment date

Upon completion of the C-IV Plan 109, a copy is sent to the Case Manager, and a copy (or original) is maintained on-site in the participant's file.

This form can also be used to notify the referring Case Manager that a participant was not enrolled, was terminated from the program, or when a request for change in an educational component is being made.

A revision to the original start and end dates on a C-IV Plan 109 may be made in writing by the teacher or counselor, with DPSS approval and a copy sent to the Case Manager. A change in activity/component requires a new C-IV Plan 109.

A person can be in more than one component at the same time; however, prior approval by the Case Manager is required, along with a C-IV Plan 109.

Assessment Testing

At the time of enrollment, all participants, including online participants, will be given the reading, math, and language sections of the TABE or the math and reading sections of the CASAS to establish a benchmark entry grade level. Grade level growth can only be determined and billed if a TABE or CASAS test is administered.

If the Contractor chooses the TABE or CASAS as the initial test to determine the benchmark entry grade level, progress payments will be made only for scores above the initial TABE or CASAS scores.

Participants may be assessed on a monthly basis if the teacher feels the participant has progressed significantly to warrant testing.

The results of the TABE or CASAS, or the grade, must be provided to the Case Manager for progress determination.

Counseling Session

Use this table to determine the type of counseling session:

If	Then
HSD	<ul style="list-style-type: none"> One-on-one by properly credentialed school counselor or teacher to review participant's transcripts. This interview may be scheduled for a later appointment to allow adequate time for transcript retrieval.
ESL	<ul style="list-style-type: none"> Group setting is allowed and may be facilitated by classified support staff.
ABE, GED, and Vocational Education Certification	<ul style="list-style-type: none"> One-on-one by properly credentialed school counselor or teacher.

Education Plan

The Education Plan is to be developed during the one on one counseling session. Participants must sign his or her Education Plan showing that they have received a copy. The Education Plan should specify the following:

<ul style="list-style-type: none"> Test results 	<ul style="list-style-type: none"> Length of time services will be provided
<ul style="list-style-type: none"> Educational services to be provided 	

Enrollment Completion

Enroll the participant in the appropriate ABE, GED, or ESL education program as determined by your testing.

Note: ABE is defined as grade level—8 and below.
GED is defined as grade level—9 and above.

The enrollment process is complete when all requirements previously stated have been satisfied and the participant has been given a start date to begin class.

Component Completion

Due to federally mandated requirements, the Case Manager must verify all completions; therefore, a copy of all completion documents must be provided to the Case Manager.

Component	Formal Completion
ABE	<ul style="list-style-type: none"> • Attainment of a 9th grade cumulative testing level in all three teaching components of the TABE (math, reading, and language); or • Attainment of a 9th testing level on the CASAS
ESL	<ul style="list-style-type: none"> • A score of 215+ on the CASAS in both reading and listening, and a short oral proficiency interview
GED Prep	<ul style="list-style-type: none"> • Attainment of a GED certificate
HSD	<ul style="list-style-type: none"> • Attainment of a High School Diploma
Voc Ed	<ul style="list-style-type: none"> • Certification of competency/completion

Contractor Payment Request Form

DPSS Form 2076G – Contractor Payment Request (Appendix 2)

The form is required as the cover sheet for each group of billing forms and essentially summarizes all the payment claims. The following is clarification on the sections to be completed:

Section	Description
Remit to Name	<ul style="list-style-type: none"> • Type or print the name and complete address of the agency to which this check is to be submitted.
Contractor	<ul style="list-style-type: none"> • Your school's name as it appears on the contract.
Contract #	<ul style="list-style-type: none"> • Your specific contract number usually beginning with "CW".
Total amount requested	<ul style="list-style-type: none"> • Total of all payments from claiming categories for the claiming period (month).
Any questions	<ul style="list-style-type: none"> • Usually the name of the person who supervises the person preparing the billing claims.
Authorized Signature	<ul style="list-style-type: none"> • An administrator in your agency authorized to submit for and receive funding usually a principal, dean, director, etc.

Monthly Claims

At least one claim must be submitted per month, to be received by DPSS no later than the 30th calendar day of the following month. Each claim shall be for the period of one calendar month.

The Contractor shall use its best efforts to submit all claims, including claims where a zero amount is claimed for the claiming period.

For more detail and instruction on claims including time frames, reference the contract.
(Section IV.B. Method, Time and Schedule/Condition of Payments)

Enrollment Billing Forms

Enrollment Payments

An enrollment payment of \$210 will be paid for each participant enrolled in ABE, ESL, GED Prep, and/or HSD according to the enrollment process previously mentioned. The \$210 enrollment payment will not be paid for participants enrolled in a vocational component. No payment will be made for participants re-enrolled into the same component at the same school in less than ninety (90) calendar days, as they will not be eligible for the re-entry battery assessment testing.

Those participants being referred to a new component that would require an assessment test of a different level or different type than that which was initially administered within a ninety (90) day period are eligible for the \$210 payment.

The \$100.00 reporting fee cannot be billed for the same month in which the \$210.00 enrollment payment is being requested.

Note: The \$210 enrollment payment is inclusive of all fees necessary to register (or enroll) in a class. No fees, in addition to the enrollment payment, will be paid to the Contractor.

Form #33 – REG-1 Registration - New Enrollments (Appendix 3)

This form is for claiming payment for newly enrolled participants, who have completed the registration process, including:

• Completion of participant file folder	• Assessment testing
• Completion of all required enrollment forms	• Counseling session
• Participant has been given start date to begin class	• Education Plan

All columns on the form must be completed to qualify for the registration payment:

- If the registration process begins in one month but is completed the following month, use the later month for billing purposes.
- Under no circumstances may this fee be modified. (The fee cannot be "split" for any reason).

A copy of each participant's TABE or CASAS answer form, *for all sections*, must be submitted with each billing.

Absenteeism - All Participants

Absenteeism Prevention

The Contractor shall make every effort necessary to keep participants in school. At enrollment, participant to sign an informing notice that if they do not attend assigned hours their cash aid may be lowered. The Contractor is to fax a signed copy to Case Manager, if customer fails to participate. As an example: If a participant is absent for more than two days, the school should contact the participant via telephone or mail reminding them to return to class.

Attendance Reporting - All Participants

Attendance Reporting

The Contractor shall maintain attendance records on all participants including those enrolled in online programs.

Provide electronic attendance reports to DPSS CAT weekly, in the attached format (Appendix 11), by e-mailing said reports to GAIN@riversidedpss.org, no later than five (5) school days following the week for which attendance is being reported.

Attendance reporting is federally mandated, with major impact on the program and this contract.

Satellite Locations and Online Programs

The Contractor will be responsible for participant attendance at all satellite locations where the online preparation program is offered.

The time that a participant spends logged-in to an online program as calculated by the course management system cannot be used for attendance purposes unless approved in writing by DPSS.

Attendance cannot include any time that a participant spends accessing the online program from his or her home computer.

Absences, Drops, & Terminations

The Contractor will also perform the following services:

- Disenroll any participant for habitual irregular attendance or after ten (10) consecutive school days of absenteeism for any reason. A participant is to be disenrolled on the eleventh (11th) consecutive day of non-attendance.
- Inform the local CALWORKS-GAIN office immediately of any pending or actual formal drop or termination action via C-IV Plan 109.

Contact the assigned Case Manager to facilitate, or resolve, any matter affecting the participant.

Administrative Reporting - All Participants

Monthly Reporting Payment

Beginning with the second month of instruction, a monthly reporting payment of \$100 will be paid per participant, not per program, for each month in which the participant is enrolled and attends at least one (1) day instruction in ABE, GED, HSD, ESL, or vocational education curricula.

Enrollment begins when the participant physically registers and ends on the eleventh (11th) consecutive day of non-attendance. A participant must attend at least one (1) day of instruction in the reporting month in order to qualify for this payment.

Absenteeism

A participant shall be referred back to his/her Case Manager for a cause determination after two (2) consecutive weeks of absenteeism for any reason.

No reporting payment shall be paid for participants who are absent for ten (10) consecutive school days, when the school fails to notify or refer the participants back to their Case Manager.

Administrative Reporting Billing Forms

Form #33-ABE-ESL-3 - Administrative Reporting (Appendix 4)

This form is for listing your total enrollments for each month, this determines the administrative reporting payments due to your LEA. Commencement of this payment begins in the second month the participant is enrolled.

- Fill in the generic information indicated.
- List the month and year in the "Reporting Month/Year" field.
- List the enrollment or disenrollment date of each participant in the appropriate column.
- 4th column - identify the appropriate program in which the participant is enrolled (ABE, GED, HSD, ESL, or Voc Ed).
- 5th column - list the quantity of days attended for each participant for each reporting month.
- Last column - tabulate the reporting payment due to your agency for each continuing participant.
- List page totals at the bottom of each form.
- On the top of page one, total all the reporting payments due for all pages.

If a participant is disenrolled and re-enrolls within the same calendar month in the same educational component, he/she is to be treated as a continuing participant; therefore,

he/she is eligible for the \$100 reporting payments if they attended at least one day of instruction.

Note: The reporting payment for newly enrolled participants is included in the \$210 enrollment payment and should not be claimed on this form for participants newly enrolled. This form is for participants continuing instruction in the second and subsequent months only.

ABE (Adult Basic Education)

ABE Performance Payments

Performance payments for ABE participants will be made per individual component, using the TABE or CASAS up to, and including, the point that a 9+ cumulative grade level is reached, and the participant is referred back to the CALWORKS-GAIN office.

TABE

An exit battery of the appropriate TABE shall be given upon the disenrollment of the student to capture any growth. Students exit the ABE activity when they reach an overall 9th grade or higher level on the TABE test.

No ABE performance payment will be made for growth beyond the ninth grade level in any category.

Example: A student whose last TABE scores were Reading-8, Language-8, and Math-8, and whose current scores are 9, 9, and 9 respectively, will be paid for growth in Reading (8 to 9, or \$160), Language (8 to 9, or \$160), and in Math (8 to 9, \$160). Since he/she would now have achieved a 9+ score in all three components ($9+9+9 = 27/3 = 9$), he/she would be referred back to the CalWORKs GAIN office as your agency would not be eligible to receive any further growth payments for this ABE student.

TABE Performance Payment Levels

ABE performance payments will be made using the TABE as follows:

Beginning Academic Grade Level	Grade Level Achieved	Math	Language Arts	Reading
K	1	\$160.00	\$160.00	\$160.00
1	2	\$160.00	\$160.00	\$160.00
2	3	\$160.00	\$160.00	\$160.00
3	4	\$160.00	\$160.00	\$160.00
4	5	\$160.00	\$160.00	\$160.00
5	6	\$160.00	\$160.00	\$160.00
6	7	\$160.00	\$160.00	\$160.00
7	8	\$160.00	\$160.00	\$160.00
8	9	\$160.00	\$160.00	\$160.00

CASAS

An exit battery of the appropriate CASAS shall be given upon the disenrollment of the participant to capture any growth. Participants exit the ABE activity when they reach an overall 9th grade or higher level on the CASAS test.

No ABE performance payment will be made for growth beyond the ninth grade level in any category.

Example: A participant whose last CASAS scores were Reading-8 and Math-8, and whose current scores are 9 and 9 respectively, will be paid for growth in Reading (8 to 9, or \$160) and in Math (8 to 9, \$160). Since he/she would now have achieved a 9+ score in both components ($9+9 = 18/2 = 9$), he/she would be referred back to the CALWORKS-GAIN office as your agency would not be eligible to receive any further growth payments for this ABE participant.

CASAS Performance Payment Levels

ABE performance payments will be made using the CASAS as follows:

Beginning Academic Grade Level	Grade Level Achieved	Math	Reading
K	1	\$160.00	\$160.00
1	2	\$160.00	\$160.00
2	3	\$160.00	\$160.00
3	4	\$160.00	\$160.00
4	5	\$160.00	\$160.00
5	6	\$160.00	\$160.00
6	7	\$160.00	\$160.00
7	8	\$160.00	\$160.00
8	9	\$160.00	\$160.00

Billing Attachments

All claims for TABE and CASAS test payments, including online programs, must have the test results and participant's answer sheet attached to the billing documentation.

ABE Billing Forms

Form #33-ABE-1 – Claim for TABE Testing (Appendix 5)

Complete this form for claiming chargeable TABE tests not given as part of new enrollments. This payment is for issuing the TABE test.

\$100.00 can be billed per test, not per section.

Copies of a participant's TABE answer forms must be submitted with billings.

Form #33-ABE-2 – Grade Growth Reporting for TABE and CASAS (Appendix 6)

This form is for listing individual student growth in grade levels as determined by subsequent TABE or CASAS testing for a particular period, and tabulating what amount is due to your agency for the reporting of the test.

- 3rd column - list the previous highest TABE or CASAS results by component, the test levels obtained by each student, and the respective dates of each test.
- 4th column - list the current TABE or CASAS results by component, with test levels, and respective dates.
- 5th column - indicate the total growth (if the same or less, put "0") for each student and then determine the amount due based on the performance payment negotiated in your contract.
- Tabulate the grand total on the top of page one and page totals on bottom of each respective page.

Copies of participant's TABE answer forms, must be submitted with billings.

General Education Development (GED)

Test Only

A participant not enrolled in a GED Prep component may be referred to the adult school to take the GED Certification Test with the approval of the Case Manager. The C-IV Plan 109 referral shall stipulate "*GED Test Examination Only,*" or similar wording.

Spanish GED Test Only

A participant enrolled in GED Prep may be administered the Spanish GED Certification Test. Prior to administering the Spanish GED the Contractor will assess and document the participant's educational history and his or her native land.

A participant not enrolled in a GED Prep component may be referred to the adult school to take the Spanish GED Certification Test with the approval of the Case Manager. The C-IV Plan 109 referral shall stipulate "*Spanish GED Test Examination Only,*" or similar wording.

Changing Components - GED to HSD

If the Contractor finds that a participant assigned to the GED educational component is better suited for the high school diploma track, then that school shall return a copy of the original C-IV Plan 109 to the referring Case Manager. (Usually if no more than 25 units needed to graduate and a reasonable level of proficiency on the TABE or CASAS has been achieved.)

The Case Manager will have the final decision on this change.

In addition to the C-IV Plan 109, the Contractor will attach an Education Plan outlining:

- The total number of credits required for completion of the HSD.
- A description of the courses required for HSD completion.
- Request for a new C-IV Plan 109 recommending the HSD component.
- If electives are part of the Education Plan, the school must identify the electives as such.

If the request is approved, the Case Manager will issue a new C-IV Plan 109 authorizing a transfer to the HSD component. The school must maintain the new C-IV Plan 109 in the participant's file along with a copy of the participant's transcript. The participant must continue through to completion when transferred to the HSD track.

If the request is denied, the participant will continue with the GED component.

GED Performance Payments

When a participant is referred for GED Prep instruction after having completed that school's ABE component, the participant must be re-tested for his/her new entry academic level.

If regression is identified from his/her ABE exit level, the school will be paid at fifty percent (50%) of the normal payment schedule for repeated levels as long as the time between the completion of the ABE and the referral for GED is less than one (1) year.

If this gap is longer than one (1) year, the school will be paid the full amount for these repeated grades.

Payment shall only be made upon documented progress, demonstrated by the participant, from each grade level to the next. DPSS shall pay schools up to the documented progress level of the participant at the point of passing the GED.

Use Form #33-ABE-2 for Grade Level Growth Reporting (Appendix 6).

GED Performance Payment Levels

Performance payment for GED Prep participants shall be computed in accordance with the schedule below.

Beginning Academic Grade Level	Grade Level Achieved	Math	Language Arts	Reading
9	10	\$128.00	\$128.00	\$128.00
10	11	\$128.00	\$128.00	\$128.00
11	12	\$128.00	\$128.00	\$128.00

GED Certification

A participant enrolled in GED Prep may be administered the GED Certification Test when he/she has achieved a predictor score of at least 45 on the TABE-D (Difficult) level series, or a reading score of 209 and a math score of 201 on the CASAS (9th Grade Level).

GED Testing Fees

The schools may bill up to the published public rate to cover the GED testing fee. The public rate must be provided to DPSS on or before the first day of the academic year.

This one-time testing fee will only be paid to the actual school where the test took place. (The test fee can be claimed by one school and the completion payment by another.)

Test Section Billing

A participant may make three (3) attempts within one (1) year to pass the GED certification examination.

For those participants who take the GED certification test and fail to pass all five (5) sections required for certification, the school may bill DPSS \$45 per GED section passed within one (1) calendar year from the date of the original GED certification test.

Subsequent payment will only be made for sections not previously passed within the calendar year.

A copy of the participant's GED certification test results/certificate must be submitted with the claim for payment.

GED Billing Forms

Form #33-GED-1 - GED Certification Claiming (Appendix 7)

This form is used for tabulating payment due for a client who has taken the GED certification examination. The Contractor may claim the following:

1. The published public rate per participant tested to cover the GED testing fee
2. \$45 per GED sections passed
 - 3rd column - list the date participant first enrolled in GED instruction.
 - 4th column - If the participant **DID NOT PASS** the entire exam, total the number of GED sections passed. There are five (5) parts to the examination.
 - 5th column - list the date of the first GED certification test.
 - 6th column - list subsequent test dates. A participant may test up to three (3) times in one (1) year from the date of the original test.
 - 7th column - the amount due for the test fee.
 - 8th column - the total amount due for all sections. Each section at \$45.
 - 9th column- total due for each participant.

Copies of all test results must be submitted with billing claims.

High School Diploma (HSD)

Performance Payments

No performance payments will be paid for participants who are enrolled in the high school diploma track.

Payment for Completion of Units

Each high school diploma class completion, which fulfills a pre-approved learning plan requirement, will be compensated at \$39 per unit.

A copy of a teacher-certified form listing class subjects and credits completed by the participant must be submitted with the billing claim

Payment for Diploma

A one-time payment of \$248 will be paid upon verifiable proof of completion of the high school diploma track.

A copy of either a participant's high school diploma or official transcript indicating high school completion must be submitted with the billing claim.

California High School Exit Examination (CAHSEE) Testing Fees

The Contractor may submit an itemized bill for tests administered after each CAHSEE test cycle (twice a year) along with the itemized monthly billing claim for reimbursement for actual cost.

CAHSEE testing fees will only be paid to the LEA where the participant took the test. (The test fee can be claimed by one LEA and the completion payment by another.)

HSD Billing Forms

Form #33-HSD-1 - High School Credit /Diploma/CAHSEE Claiming (Appendix 8)

This form is used for tabulating payment due for a client receiving high school credit.

- 5th column - total the quantity of high school units/credits completed.
- 6th column - multiply the quantity times \$39
- 7th column - list the dates of completion for the participants who have completed and received high school diplomas
- 8th column - place \$248 in the amount due column for each participant who has completed the high school diploma requirement.

A copy of a teacher-certified form listing class subjects and credits completed, must be submitted with the billing for claims on completion of units (\$39/unit)

A copy of the test results must be submitted with the billing for claims on CAHSEE testing fees

A copy of either the participant's high school diploma or official high school transcripts indicating high school completion must be submitted with the billing for claims on completion of HS Diploma (\$248/completion):

English as a Second Language (ESL)

Performance Payments

No performance payments shall be made under this contract for ESL instruction.

Testing

CASAS testing for ESL participants shall be administered to measure the participants' reading and listening skills. This test shall be given immediately upon enrollment and is covered in the initial registration component payment of \$210.

Thereafter, participants shall be administered the CASAS test at no more than once per quarter to monitor participant progress

ESL testing payments will be made in the amount of \$44 per test (not per section) per participant, upon verifiable proof of the administration of a CASAS test

The copies of answer sheets and results of these tests shall be incorporated in the participant's file and C-IV Plan 109 progress reporting supplied to the Case Manager.

The supporting documents of the school's monthly billing claim.

ESL Completion

ESL component is complete when the client earns a score of at least 215 on the ESL CASAS Test. A score of 215 must be achieved in the both reading and listening sections and a short oral proficiency interview should be completed.

When the component is complete, a one-time payment rate of \$248.00 can be claimed.

ESL Billing Forms

Form #33-ABE-3 – Claim for CASAS Testing (Appendix 9)

Complete this form for claiming chargeable CASAS tests not given as part of new enrollments. This payment is for issuing the CASAS test.

A payment of \$44 can be claimed per CASAS test (not per section).

This testing will occur no more than once per quarter.

List only those participants actually tested for the reporting month.

- 3rd column - list the participant's initial baseline or previous CASAS testing date.
- 4th column - list the participant's previous score
- 5th column - list the current testing date
- 6th column - list current score
- Determine the amount due for each participant and the total amount (for all participants) due to your agency. Indicate this computation in the appropriate boxes of the form.

When claiming payment for CASAS tests, a copy of each participant's CASAS answer form, *for all sections*, must be submitted with each billing.

Vocational Education

Non-State Funded Courses

Fee-based or community service vocational education classes are not state funded but rather are paid for by the fees generated through enrollment in the class. Instructors do not have to hold credentials and the curriculum is typically generated by the school districts in response to the communities' needs. All instruction given is based on the experience of the instructors and not the state or district approved curricula. Participants may enroll in fee based vocational education classes as long as the classes meet one of the following criteria:

- Completion of a vocational class is specifically required and requested by an employer as a condition of employment;
- Completion of a vocational class is a requirement for enrollment in a more advanced curriculum that will fulfill the criteria listed under the State funded section above.

C-IV Plan109 Requirement

A C-IV Plan 109 is required prior to enrollment. The Case Manager and the participant will have the ultimate responsibility in determining which vocational education program will be the most appropriate.

Vocational Education Billing Forms

Form #33-VOC ED-1 – Vocational Education Fees (Appendix 10)

Complete this form to claim fee-based vocational education classes that are not state funded, but are paid for by fees generated through class enrollment.

Ancillary Costs

Ancillary services are supportive service items participants must have to successfully participate in assigned CalWORKs-GAIN activities, but are not a strict entitlement.

Ancillary services include, but are not limited to the following:

<ul style="list-style-type: none">• Books and supplies	<ul style="list-style-type: none">• Clothing and shoes required for job readiness, education and training, and employment
<ul style="list-style-type: none">• Licenses and certificates	<ul style="list-style-type: none">• Tools and equipment

Ancillary Costs Billing Form

Form #33-ANCILLARY-1 – Claim for Ancillary Costs (Appendix 12)

Complete this form to claim ancillary costs, as outlined above.

Worker Name: _____
Worker ID: _____
Worker Phone Number: _____
Date: _____
Case Name: _____
Case Number: _____

Referral To Activity

Customer Information

Name: _____ Social Security Number: _____
 Contact Number: _____ Primary Language: _____
 Goals: _____
 Test Scores: Math _____ Reading _____

Enroll participant in the following activity.

Remove participant from the following activity.

Activity Name: _____

Activity Number: _____

Days Per Week: _____

Hours: From _____ To _____

Start Date: _____

Expected End Date: _____

Comments: _____

Provider Information

Name: _____ Phone: _____
 Address: _____ Fax: _____
 _____ Contact Person: _____

 Contract Number: _____

TO BE COMPLETED BY PROVIDER			
Participant:		Accepted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	()	
	Fax:	()	
	E-mail:		
Authorized Provider Signature:			Date:
FOR COUNTY USE ONLY			
Employment Services Worker:		Worker ID:	
Authorized Signature:		Date:	
If Required: Supervisor Signature:		Date:	

CONTRACTOR PAYMENT REQUEST - DPSS 2076G (rev 5/05)

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

FROM:

Remit to Name

Address

City

State

Zip

Contractor Name: _____ Contract # _____

Total amount requested _____ for the month of _____ 20_____

_____ REGISTRATION- NEW ENROLLMENTS (Form #33-REG-1)	\$ _____
_____ TABES (Form #33-ABE-1)	\$ _____
_____ GRADE LEVEL GROWTH (Form #33-ABE-2)	\$ _____
_____ CASAS (Form #33-ABE-3)	\$ _____
_____ G.E.D. TESTING FEES (Form #33-GED-1)	\$ _____
_____ GED SECTIONS PASSED (Form #33-GED-1)	\$ _____
_____ HIGH SCHOOL CREDITS/DIPLOMAS/CHSEE (Form #33-HS-1)	\$ _____
_____ ADMINISTRATIVE/VOCATIONAL ED REPORTING (Form #33-ABE-ESL-3)	\$ _____
_____ VOCATIONAL EDUCATION FEES (Form #33-VOC ED-1)	\$ _____

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

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	Purchase Order #	Invoice #
Account	Amount Authorized	
Fund	Comments if amt	
Dept ID	authorized is	
Program	different from	
Vendor Code	amt requested	
	Management Reporting Unit	Date
	Contracts Administration Unit	Date
	General Accounting Section	Date

REGISTRATION - NEW ENROLLMENTS

LEA NAME:		CONTACT PERSON:											
Reporting Month/Year:		Date Submitted:											
STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY #	ENROLLED DATE	COMPLETION OF ENROLLMENT FORMS (DATE)	ASSESSMENT TESTING (CASAS OR GED PRE-TEST)	PROGRAM	TEST DATE	CASAS TEST LEVEL	CASAS READING SCORE	CASAS MATH SCORE	CASAS LANG. SCORE	COUNSELING INTERVIEW (GROUP-ESL ONLY or INDIVIDUAL)	COMPLETION OF CALWORKS EDUCATION PLAN (DATE)	COMPLETION OF STUDENT FILE FOLDER (DATE)
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
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23													
24													
25													

Note: If you have done one of the following, the student does not qualify for the Registration-New enrollment payment:
 a) marked "N" in any column; or
 b) not filled in any column

If you are submitting for this \$210 fee you cannot bill for the \$100 Reporting fee for the same month.

x \$210

\$

Prepared by (print name): _____

Prepared by (signature): _____

ADMINISTRATIVE/VOCATIONAL REPORTING

LEA NAME:		Date Submitted:						
Reporting Month/Year:		CONTACT PERSON:						
Administrative/Vocational Payment Rate: \$100.00 per month		TOTAL DUE: \$						
STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY NUMBER	ENROLLMENT or Drop Date	PROGRAM	# OF DAYS ATTENDED	# OF DAYS ABSENT	TEN (10) CONSECUTIVE MISSED DAYS (Y/N)	DATE CM NOTIFIED OF ABSENCES	REPORTING PMT DUE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
28								
19								
20								
21								
22								
23								
24								
25								
TOTAL DUE (this page)							----->	69

Prepared by (print): _____

Prepared by (signature): _____

CLAIM FOR TABE TESTING

LEA NAME:		CONTACT PERSON:			
REPORTING MONTH/YEAR:		Date Submitted:			
Total Baseline TABEs Administered:		Total Due:		\$	
	STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY NUMBER	TEST DATE	SUBJECT	TABE SCORE
1				Reading	
				Math	
				Language	
2				Reading	
				Math	
				Language	
3				Reading	
				Math	
				Language	
4				Reading	
				Math	
				Language	
5				Reading	
				Math	
				Language	
6				Reading	
				Math	
				Language	
7				Reading	
				Math	
				Language	
8				Reading	
				Math	
				Language	
9				Reading	
				Math	
				Language	
10				Reading	
				Math	
				Language	
Total Number of Chargeable Tabе Tests ----->					
x TABE Test Rate of (per test, not per section)----->				\$100	
TOTAL AMOUNT THIS PAGE ----->				\$	
Prepared by (print):					
Prepared by (signature):					

GRADE LEVEL GROWTH REPORTING

LEA NAME:		CONTACT PERSON:						
Reporting Month/Year:		Date Submitted:						
	STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY NUMBER	Prev High TABE SCORE	NEW TABE SCORE	Prev High CASAS SCORE	NEW CASAS SCORE	TOTAL GROWTH	AMOUNT DUE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
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20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
TOTAL AMOUNT DUE (this page) ----->								\$
Prepared by (print):								
Prepared by (signature):								

GED CERTIFICATION CLAIMING

LEA NAME:		CONTACT PERSON:									
Reporting Month/Year:		Date Submitted:									
STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY NUMBER	DATE ENROLLED IN GED	# GED SECTIONS PASSED	DATE OF FIRST GED TEST	DATE OF RETEST	PASSED (Y/N)	AMT DUE TEST FEE	AMT DUE SECTIONS	AMT DUE CERT	TOTAL DUE	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
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22											
23											
24											
25											
TOTAL # OF GED CERTIFICATES							\$				\$
TOTAL # OF GED SECTIONS PASSED							\$				\$
TOTAL GED Testing Fee (Published Public Rate)							\$				\$
TOTAL AMOUNT THIS PAGE							\$				\$

Prepared by (print):	Prepared by (signature):
-----------------------------	---------------------------------

HIGH SCHOOL CREDIT/DIPLOMA CLAIMING

LEA NAME:		CONTACT PERSON:				TOTAL DUE:	
REPORTING MONTH/YEAR:		DATE SUBMITTED:		H.S. DIPLOMA		AMT. DUE	
STUDENT NAME (LAST, FIRST)	SOCIAL SECURITY NUMBER	SUBJECT COMPLETED	DATE OF COMPLETION	# OF UNITS COMPLETED	AMT. DUE \$39/UNIT	COMPLETION DATE	AMT. DUE \$248/COMPLETION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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21							
22							
23							
24							
25							
TOTAL UNITS ----->							
TOTAL AMOUNT FOR H.S. CREDITS ----->							
TOTAL AMOUNT FOR H.S. DIPLOMA ----->							

Prepared by (print): _____

Prepared by (signature): _____

CLAIM FOR CASAS TESTING

LEA NAME:		CONTACT PERSON:						
Reporting Month/Year:		Date Submitted:						
CASAS TEST RATE: \$44 (per test, not per section)		Total Payment Due: \$						
CASAS ESL COMPLETION PAYMENT: \$248 (one-time payment)								
STUDENT NAME (LAST, FIRST)	ESL (Y/N)	SOCIAL SECURITY NUMBER	PREVIOUS Test Date	PREVIOUS Test Score	NEW TEST Date	NEW TEST Score	Growth	AMOUNT DUE
1								
2								
3								
4								
5								
6								
7								
8								
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11								
12								
13								
14								
15								
16								
17								
28								
19								
20								
21								
22								
23								
24								
25								
TOTAL NEW CASAS TEST (this page):----->								\$
x \$44 (per test, not per section)								\$
TOTAL CASAS ESL COMPLETION PAYMENT----->								\$
= Total Amount Due (this page):----->								\$
Prepared by (print name):				Prepared by (signature):				

VOCATIONAL EDUCATION FEES

LEA NAME:		Date Submitted:		VOC ED FEE	
Reporting Month/Year:		Total Due:		\$	
CONTACT PERSON:		SOCIAL SECURITY NUMBER		ENROLL DATE	
STUDENT NAME (LAST, FIRST)		SOCIAL SECURITY NUMBER		VOC ED Class Title	
1					
2					
3					
4					
5					
6					
7					
8					
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22					
23					
24					
25					
TOTAL DUE (this page)				\$	

Prepared by (print):

Prepared by (signature):

ANCILLARY COSTS

LEA NAME:		STUDENT NAME (LAST, FIRST)		SOCIAL SECURITY NUMBER	ENROLL DATE	Date Submitted:	Item Fee
Reporting Month/Year:						ANCILLARY ITEM (e.g., books, supplies, materials, etc.)	\$
CONTACT PERSON:						Total Due:	\$
1							
2							
3							
4							
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TOTAL DUE (this page)							\$

Prepared by (print):
Prepared by (signature):

VENDOR ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT _____

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 financial assistance; and HEREBY GIVE ASSURANCE THAT 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 VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods and 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 vendor/recipient 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 11135-11139.5, 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient