

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

102



**FROM:** Department of Public Social Services (DPSS)

**SUBMITTAL DATE:**  
May 8, 2012

**SUBJECT:** Approval of Child Welfare Services (CWS) Funding Recommendation to Family Services of the Desert for Blythe Core Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement #CS-02358 with Family Services of the Desert for the period July 1, 2012 through June 30, 2013, to supply Anger Management and Counseling services as single sources in an annual amount of \$68,709, and Parenting Education services, as the lowest bidder in the annual amount of \$23,375, for a total not to exceed \$92,084 annually for services in Blythe, with two options to renew in one-year increments;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual Consumer Price Index (CPI) rates; and

*Susan Loew*

Susan Loew, Director

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$92,084	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$16,271	Budget Adjustment:	No
Annual Net County Cost:	\$16,271	For Fiscal Year:	12-13

**SOURCE OF FUNDS:**

Federal Funding: 49.60% State Funding: 0%; County Funding: 17.67%;  
Realignment Funding: 32.73%

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

Dept' Recomm.:  
Per Exec. Ofc.:

Consent  Policy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3.14

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

Purchasing: *Mark Seiler* Mark Seiler, Assistant Director  
 County Purchasing Department  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Shirley M. Boeva* 4-11-12  
 Shirley M. Boeva  
 County Counsel  
 Departmental Concurrence

TO: BOARD OF SUPERVISORS

DATE: May 8, 2012

SUBJECT: Approval of Child Welfare Services (CWS) Funding Recommendation to Family Services of the Desert for Blythe Core Services

**RECOMMENDED MOTION (Cont.):**

4. Authorize DPSS to provide a cash advance not to exceed 25% (\$23,021) of the Maximum Reimbursable Amount (MRA) for the period of July 1, 2012 through June 30, 2013.

**BACKGROUND:**

AB 636, the California Outcomes and Accountability Act, requires Riverside County to develop and implement a System Improvement Plan (SIP) focused on improving outcomes for children in the Child Welfare System. Riverside County's current SIP is focused on reducing the rate of foster care re-entry.

In an effort to reduce the rate of foster care re-entry, families are provided with supportive services such as anger management, counseling, and parenting education to improve their coping and parenting skills.

On October 19, 2011, Riverside County Purchasing and Fleet Services Department issued a formal request for proposal (RFP) DPARC-239 for Anger Management, Counseling, In-Home Parenting Education, Parenting Education classes, Substance Abuse, and Multi-Service (One-Stop) services. A total of 149 vendors, including 2008/2009 bidders, prior bid lists, RFP workshop registrants, and current Department of Public Social Services (DPSS) vendors providing like services, were notified by email and the RFP was posted on the County Purchasing website with a link to the Public Purchase website which is utilized as a central bid repository for public agencies.

The RFP closed on December 7, 2011 with responses from two vendors, and the following Best and Final Offers were received as follows:

Services Proposed	Family Services of the Desert	Escuela de la Raza Unida
Anger Management	\$23,493	
Counseling	45,216	
In-Home Parenting Ed		\$151,981
Parenting Education	23,375	159,781
<b>TOTAL</b>	<b>\$92,084</b>	<b>\$311,762</b>

FSOD has provided adequate services to the Blythe area since December 1, 2006. Blythe is considered a hard to serve area due to lack of client volume and its remote location.

Due to the current economic climate, FSOD has requested an advance of \$23,021 (25%) to ensure continuity of services for the period July 1, 2012 through June 30, 2013. DPSS will recapture the advanced funds from FSOD by the end of the agreement term (June 30, 2013) by offsetting a portion of the monthly billings submitted by FSOD for actual services provided from July 1, 2012 through June 30, 2013.

**TO: BOARD OF SUPERVISORS**

**DATE:** May 8, 2012

**SUBJECT:** Approval of Child Welfare Services (CWS) Funding Recommendation to Family Services of the Desert for Blythe Core Services

**BACKGROUND (Cont.):**

The Director of DPSS requests the Board approve the attached agreement with Family Services of the Desert to award anger management and counseling services as single sources, and parenting education services as the lowest bidder, for the Blythe area.

**PRICE REASONABLENESS:** Evaluation of the proposals and the resulting recommendation is based on the vendor's lowest price. After analysis, DPSS finds it would be more cost effective to provide In-Home Parenting Education services utilizing a Community Health Agency (CHA) Public Health Nurse (PHN) under an existing Memorandum of Understanding (MOU).

**FINANCIAL:** The amount of \$92,084 was budgeted for these services through the normal County budgeting process. Option years two and three will be budgeted at \$92,084 annually.

**ATTACHMENT(S):** Agreement #CS-02358

**CONCUR/EXECUTE:** Purchasing and Fleet Services

SL:PR:clh

*original 1 of 4*

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

**SERVICES CONTRACT:** CS-02358  
**CONTRACTOR:** Family Services of the Desert  
**CONTRACT TERM:** July 1, 2012 - June 30, 2013  
**MAXIMUM REIMBURSABLE AMOUNT:** \$92,084.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Anger Management, Counseling, and Parenting Education services in the city of Blythe;

WHEREAS, Family Services of the Desert is qualified to provide Anger Management, Counseling, and Parenting Education services in the city of Blythe;

WHEREAS, DPSS desires Family Services of the Desert, 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 Family Services of the Desert 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: John Brown
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 10281 Kidd St. Riverside, CA 92503	Address: 81709 Dr. Carreon Blvd Suite D1 Indio, CA 92201
Date Signed:	Date Signed: 4-11-12

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**List of Exhibits**

- Exhibit A – Participant Satisfaction Survey
- Exhibit B – Welfare and Institutions Code Section 16507.7
- Exhibit C – Sixteen (16) Week Anger Management Topic List
- Exhibit D – Pre/Post Test
- Exhibit E – CPS Group Policy
- Exhibit F – Blythe Anger Management, Counseling, and Parenting Education Report
- Exhibit G – DPSS 2076A, DPSS 2076B & Instructions
- Exhibit H – Assurance of Compliance

## CONTRACT TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "Anger Management" is defined as the process of learning to increase the positive aspects/functions of anger and decrease the negative functions. The goals are to communicate feelings, problem solve, take control of a situation, and to avoid unnecessarily defending oneself or becoming aggressive. Anger Management groups do not address the attitudinal beliefs (i.e. entitlement, use of power and control tactics, etc.) that are an integral part of the cycle of domestic violence. Anger Management programs are designed to educate people who have a global problem with anger.
- B. "CDSS" refers to the California Department of Social Services.
- C. "CEBC" refers to the California Evidence-Based Clearinghouse for Child Welfare: (<http://www.cebc4cw.org/>).
- D. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by Clients and their communities.
- E. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- F. "Counseling Services" refers to services designed to prevent the occurrence or recurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- G. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- H. "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- I. "Cultural competence" is defined as a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.
- J. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups.

- K. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- L. "Evidence-Based" is defined as a practice consistent with the best research available, utilized with sound clinical judgment and experience, and aligned with the goals and values of the client being served.
- M. "Family to Family" is an initiative that incorporates four core strategies: Building Community Partnerships; Team Decision Making; Resource Family Recruitment, Development, and Support; and Self-Evaluation.
- N. "Family Preservation Services" refers to services defined by the Social Security Act Section 431. [42 U.S.C.629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- O. "Family Resource Center" (FRC) refers to centers that are located in the communities of Perris, Rubidoux, Desert Hot Springs, and Mecca, California. Each FRC functions as a hub for community services designed to improve family life, particularly for overburdened or disadvantaged families and children.
- P. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- Q. "JOM" refers to "Joint Operational Meetings" and are held between Contractors and DPSS.
- R. "Licensed Clinical Therapist" refers to a Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Educational Psychologist (LEP), Psychologist, or a direct supervised status as a Marriage and Family Therapist Intern (IMF), Associate Clinical Social Workers (ASW), or Psychological Assistant. Credentials of all facilitators must be current, active, and in clear status with the State of California Board of Behavioral Science or California Board of Psychology for the entire duration of the contract.
- S. "OMB" refers to the federal Office of Management and Budget who sets standards for obtaining consistency and uniformity for agencies receiving federal funding.
- T. "Parent" refers to a parent or legal guardian.
- U. "Parenting Education Classes" refers to services intended for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision.
- V. "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.

- W. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- X. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to, or for, the Contractor or another subcontractor.
- Y. "TDM" shall refer to "Team Decision Making" meetings that bring together the family, extended family, foster parents, community partners, and Children's Services Social Workers to identify the best and least restrictive placement for the child, develop a safety plan, and design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- Z. "W&I Code" refers to the California Welfare and Institutions Code.

## II. OUTCOMES

- A. Objective – Deliver competent and effective Anger Management, Counseling, and Parenting Education services to produce the following outcomes:
  - 1. Reduced rates of initial entry into foster care
  - 2. Reduced rates of re-entry and re-abuse
  - 3. Increased successful reunifications
  - 4. Improved parenting skills, and
  - 5. Increased child well-being.

## III. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and Family Services of the Desert.
- B. DPSS may monitor the performance of the Family Services of the Desert 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.

#### IV. CONTRACTOR RESPONSIBILITIES

##### A. SCOPE OF SERVICE

The Contractor shall:

1. Assign staff to be the liaison between Family Services of the Desert and DPSS.
2. Provide services in the city of Blythe to individuals, parents or families of Riverside County who have an open Children's Services Division (CSD) case, and are in need of family preservation services, immediate intervention, and/or reunification support.
3. Provide services as follows:
  - a. Location: 1297 West Hobson Way; Blythe, CA 92225
  - b. Within fifteen (15) minutes walking distance from public transportation.
  - c. *Minimum Hours:* Monday through Thursday 9:00 AM to 5:00 PM  
  
*Extended Hours:* Offices shall be available to schedule evening groups (after 6:00 PM) Monday through Thursday, as needed.

NOTE: Days and hours are subject to Riverside County Department of Mental Health building availability.
4. Have policies and procedures in place for reporting suspected incidents of child abuse and neglect.
5. Communicate periodically, no less than once per quarter, with the referring social worker about the family's efforts and progress in treatment.
6. Provide a postage paid participant satisfaction survey, **Exhibit A**, to each family at the conclusion of their program. Clients shall mail the survey directly to DPSS. **Exhibit A** is attached hereto and incorporated herein by this reference.
7. Maintain client case files in a neat and organized manner to ensure client confidentiality and HIPAA compliance. The client files must include:
  - a. Anger Management:
    - i. Files for clients who attend group sessions must include:
      - Basic demographic information
      - An assessment of each client's service needs
      - Sign-in sheets for all sessions attended, and
      - The topics discussed during each session.

b. Counseling:

## i. Files for clients who attend group sessions must include:

- Basic demographic information
- An assessment of each client's service needs
- Sign-in sheets for all sessions attended, and
- The topics discussed during each session.

## ii. Files for individual clients must include:

- Basic demographic information regarding the client
- An assessment of each client's service needs
- A treatment plan with time-limited objectives, and
- A closing assessment and summary of the services that have been provided to the client.

c. Parenting Education Classes:

## i. Case files for clients who attend group sessions shall be maintained in group case files for each group and must include:

- Basic demographic information
- An assessment of each client's service needs
- A copy of the service/treatment plan (written narratives of contacts, progress reports and observations, a record of other services to which the client was referred, contact narratives with the referring social worker and other service providers, and a copy of the sign-in sheet)
- Sign-in sheets for all sessions attended, and
- The topics discussed during each session.

8. Provide **all services** under the following guidelines:General

- a. Observe the parent-child relationship and those programs which focus on addressing the specific developmental needs of children.
- b. Meet the standards set forth in Section 16507.7 of the Welfare and Institutions Code, **Exhibit B**, attached hereto and incorporated herein by this reference.

Referrals/Intake

- c. Make all services available in English and Spanish, as appropriate for clients. If a client speaks a language other than English or Spanish, the Contractor

shall contact DPSS to secure the provision and utilization of qualified interpreters.

- d. Receive referrals/authorizations from DPSS via fax in the Contractor's main office in Indio. Referrals shall be faxed, same day, to specific personnel in Blythe for scheduling.
- e. Contact the client within two (2) business days of receiving the referral to schedule an in-person enrollment/intake. Document all attempts at contact in the event the client is not reached within the two (2) business day time period. If the client is not reached or the number has been disconnected, contact the social worker.
- f. Schedule clients for a fifty (50) minute Intake/Assessment (enrollment) session with the clinician to take place within ten (10) business days of referral.
- g. Ensure that clients have completed Intake/Assessment within ten (10) business days and begin classes or counseling within 30 days of the in-person Intake/Assessment. Notify the social worker via email if a client is not able to begin.
- h. Identify additional issues/crisis that need to be addressed during the Intake/Assessment session and:
  - i. Refer clients to other Coachella Valley service partners
  - ii. Refer clients to utility assistance, food assistance, and rental assistance and
  - iii. Work with social workers and local churches to ensure individuals/families are aware of the resources that are available to them, as appropriate.

Please note: Enter contacts and referrals in the case notes portion of the case file.

- i. Complete and submit an Intake and Exit interview for each client to measure changes in parental attitudes, behaviors, skills and/or other relevant indicators.

#### Administration

- j. Participate in Team Decision Making (TDM) sessions when requested to do so by the referring social worker, and make note of such requests and attendance in the client's case file.
- k. Participate in Joint Operational Meetings (JOMs) as requested.

Core Services

9. Provide **Anger Management Services** as follows:
- b. Provide services only to **perpetrators** of abuse. Services may be provided to both adults and youth. The focus of the services shall be to teach how to negotiate differences and hold offenders accountable for their behavior.
  - c. Cover subjects listed in the sixteen (16) Week Anger Management topic list, **Exhibit C**, attached hereto and incorporated herein by this reference.
  - d. Provide outcome-based measures by:
    - i. Verbal client self report, regarding no recurrence of incidents of anger while engaged in program services, and
    - ii. Self-administered progress report card.
  - e. Utilize the Cognitive Behavioral Therapy (CBT) and Duluth/Domestic Abuse Intervention Project (DAIP) evidence-based models.
  - f. Provide educational materials, group discussion, and homework assignments to ensure understanding of information and address behavioral and relational changes.
  - g. Provide group sessions of ninety (90) minutes in duration with an additional thirty (30) minutes allocated for case management and administrative support.
  - h. Ensure that group sessions do not exceed one session per client in a seven day period.
  - i. Offer day and/or evening group sessions in twelve to sixteen (12-16) week programs.
  - j. Ensure that the group client to facilitator ratio does not exceed fifteen to one (15 to 1). Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator.

Staff Qualifications

- k. Ensure that groups are facilitated by a Licensed Clinical Therapist, as defined in Section I.S. Valid licenses from the California Board of Behavioral Sciences (BBS) or California Board of Psychology for each Licensed Clinical Therapist must be filed in each personnel file.

10. Provide **Counseling Services** as follows:

- a. Provide counseling services which may include both children and adults.
- b. Provide services defined as follows:

<b>Counseling Type:</b>	<b>Description</b>
<b>Individual Psychological Counseling</b>	Individual counseling must include both of the following: <ul style="list-style-type: none"> <li>• Be a minimum of fifty <u>(50) minutes of face-to-face contact</u> between the Licensed Clinical Therapist and one client;</li> </ul> and <ul style="list-style-type: none"> <li>• Be limited to a maximum of sixteen <u>(16) sessions</u> per client.</li> </ul>
<b>Conjoint or Family Counseling</b>	Conjoint/Family counseling must be a minimum of fifty <u>(50) minutes of face-to-face contact</u> between the Licensed Clinical Therapist, client, and at least one (1) family member.
<b>Group Counseling</b>	Group counseling must include all of the following: <ul style="list-style-type: none"> <li>• Be a minimum of ninety <u>(90) minutes of face-to-face contact</u> between the Licensed Clinical Therapist and a group of clients (not to include set-up/clean-up time);</li> </ul> and <ul style="list-style-type: none"> <li>• Have a group client ratio with a maximum of fifteen <u>(15) clients to one (1) facilitator</u>;</li> </ul> and <ul style="list-style-type: none"> <li>• Have a group facilitator and co-facilitator for groups exceeding fifteen (15) clients.</li> </ul>

Staff Qualifications

- c. All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in Section I.S.

11. Provide **Parenting Education Services** as follows:

- a. Conduct classes in a group setting, which may be presented through lecture, videotapes, and/or group discussion.
- b. Utilize the Cognitive Behavioral Therapy (CGT) evidence-based model and Systematic Training for Effective Parenting (STEP) curriculum.
- c. Provide Pre/Post Tests, **Exhibit D**, to assess the client's knowledge at intake and completion of course. **Exhibit D** is attached hereto and incorporated herein by this reference.
- d. Provide Parenting Education program which shall be at least one (1) hour and forty-five (45) minutes each and include an additional fifteen (15) minutes of individualized consultation and assistance for a total of two (2) hours per class.
  - i. Individualized assistance should help develop specific parenting strategies of intervention programs for specific behavioral problems, or if needed, provide additional time to meet with group facilitator.
- e. Ensure that parenting education courses are no more than six (6) months in duration which has been determined as sufficient for the course to meet all of the requirements listed in W&I Code Section 16507.7 and as listed below. The curriculum must include all of the following components:
  - i. Building self-esteem, including, but not limited to, parents building a positive parental identity and building the self-esteem of their child(ren);
  - ii. Handling stress and anger;
  - iii. The growth and development of children, including, but not limited to, safety, nutrition, and health;
  - iv. Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child(ren);
  - v. Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect;
  - vi. Learning the boundaries of permissible sexual conduct by adults with regard to children; and
  - vii. Respect for, and sensitivity to, cultural differences in childrearing practices.
- f. Enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The written client agreement, "CPS Group Policy," **Exhibit E**, is attached hereto and

incorporated herein by this reference. The written agreement must be filed in the client's case file.

## B. REPORTING

The Contractor shall submit the following reports as specified below:

### Monthly

1. The "Blythe Anger Management, Counseling and Parenting Education" report, found as **Exhibit F**, monthly service report from the Contractor is required. **Exhibit F** is attached hereto and incorporated herein by this reference. This report shall be a listing of active clients participating in this program, and will include, but is not limited to the following data elements:
  - a. Total count of the number of families served, by service type; and
  - b. Total unduplicated count of the number of families served, by service type, year to date; and
  - c. Total count of the number of families that completed their service plan; and
  - d. Total unduplicated count of the number of families that completed their service plan, year to date; and
  - e. Total count of the number of families that stopped participating, refused service or otherwise left the program; and
  - f. Total unduplicated count of the number of families that stopped participating, refused service or otherwise left the program, year to date; and
  - g. Total count of the number of families served, sorted by the zip code of their residence; and
  - h. Total unduplicated count of the number of families served, sorted by the zip code of their residence, year to date; and
  - i. Unduplicated count of the number of families served, with primary language; and
  - j. Unduplicated count of the number of families served, with primary language, year to date; and
  - k. Unduplicated count of the number of families served, sorted by ethnicity; and
  - l. Unduplicated count of the number of families served, sorted by ethnicity, year to date.



2. Submit the monthly service report no later than 15 days after the end of each month in which the services were provided in electronic format to [contractreporting@riversidedpss.org](mailto:contractreporting@riversidedpss.org) and a copy to the designated DPSS Program Development Unit Liaison.

At Completion of Client Service

3. Provide a written progress summary to the referring social worker at the completion of service.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$92,084.00.

## 2. LINE ITEM COST RATE

DPSS shall reimburse the Contractor for the cost of providing services, and having personnel available to provide services, as shown in the table below:

Description	DOLLAR AMOUNT	
	Reimbursement per Hour (Not to Exceed Actual Payment to Personnel)	Actual Payment not to exceed \$ Per Year
<b>Salaries (Per Services Position)</b>		
Licensed Clinician (As outlined in Section I.S)	\$ 30.30	\$ 42,582
Administrative Assistant	14.60	7,826
<b>Benefits (For Services Positions)</b> (including Worker's Compensation, Employer Taxes, Health, Dental and Life Insurance)		12,943
<b>Operating Costs</b> (Rent, Telephone, Accounting, Liability Insurance, Directors' and Officers' Insurance, Internet, Office Supplies, Postage, and Mileage)		4,402
<b>Equipment (Specify)</b>		0
<b>Other Costs: Administrative Overhead</b> Executive Director, Development Director, Administrative Coordinator, Controller, and Worker's Comp for OH and Other Admin OH Benefits (Health, Dental and Life Insurance)		24,331
<b>Aggregate Total Amount</b>		<b>\$ 92,084</b>

## 3. CLIENT FEES

Clients receiving services under this Agreement shall not be charged any additional fees.

#### 4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

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.

For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

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.

The Contractor shall submit DPSS Forms 2076A and 2076B (**Exhibit G**) following the instructions set forth. **Exhibit G** is attached hereto and incorporated herein by this reference for request of all payments.

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.

#### 5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### 6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized

representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

## 8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

## 9. ADVANCE PAYMENT

DPSS may issue a one-time advance payment to the Contractor in an amount up to 25% of the initial MRA upon written request by the Contractor and utilizing the Form DPSS 2076A (**Exhibit G**). Any advance payment approved by DPSS will be processed through the County Board of Supervisors for final signature.

With each monthly billing, beginning with the July invoice, DPSS will recoup the advance based on the percentage of service dollars used, i.e. if 25% of the MRA is billed and allowed, 25% of the advance shall be recouped. At a minimum, 1/10 of the advance payment will be recouped per month.

If at the end of the ninth (9th) monthly billing period, sufficient services are not projected to be provided and invoiced to recoup the entire advance balance, the Contractor's final three invoices shall be used to offset any remaining advance payment balance. Any remaining advance payment balance will be handled as in Section IV.C.8 Disallowance.

## D. ADMINISTRATIVE

### 1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

### 2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or

information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

### 3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### 4. EQUAL EMPLOYMENT OPPORTUNITY

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

## 5. CLIENT CIVIL RIGHTS COMPLIANCE

### a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit H** and incorporated herein by this reference. The Contractor will sign and date **Exhibit H** 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 non-discriminatory. 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.

### b. Client Complaints

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

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

#### **Civil Rights Complaints should be referred to:**

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

### c. Services, Benefits and Facilities

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

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

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

d. Cultural Competency

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

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

6. 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

7. 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.

## 8. INSURANCE

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

### (1) Worker's Compensation:

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

### (2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their

respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

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

(4) Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a

requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft,

cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. 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.

10. 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.

## 11. 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.

## 12. PERSONNEL

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

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

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

b. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

c. Required Licenses or Certifications

d. Alcohol and Drug Use Prohibited

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

- (1.) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2.) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3.) Shall not sell, offer, or provide alcohol or an illegal drug to another person.  
This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

### 13. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
  - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - ii. has 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;
  - iii. is 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
  - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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.

14. CHILD ABUSE REPORTING

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

15. ADULT AND ELDER 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.

16. DEBARMENT AND SUSPENSION

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

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

17. 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.

18. 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

19. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall



complete an submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## 20. CONTRACT TRANSITION PERIOD

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.

- a. 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.

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

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

## V. GENERAL

### 1. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with two (2) one-year renewal options.

### 2. 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  
10281 Kidd Street  
Riverside, CA 92503

VENDOR: Family Services of the Desert  
Executive Director  
81709 Dr Carreon Blvd Suite D1  
Indio, CA 92201

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

### 3. AVAILABILITY OF FUNDING

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

### 4. 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.

### 5. 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.

6. 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.

7. 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.

8. 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.

9. 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.



## Counseling and Parenting Education EXHIBIT A

### Participant Satisfaction Survey

We welcome your comments about our program and request your feedback regarding how you feel you have been treated as well as the quality of the service that our staff has provided. Your comments are **ANONYMOUS** and **CONFIDENTIAL** and will help us improve the program for you now and for others in the future.

*Please FAX completed forms, ATTN: PDU to 951-358-3558 or mail to: Department of Public Social Services 10281 Kidd Street, 2nd. Floor Riverside, CA 92503 ATTN: PDU*

**Today's Date:** \_\_\_\_\_

- 1. Gender:** *(Please select one.)* Female  Male
- 2. Ethnicity:** *(Please select one)*  African American/Black  Asian/Pacific Islander  Hispanic/Latino  
 Native American  White  Other *(If Other, please specify: \_\_\_\_\_)*
- 3. How long did you participate in this program:** *(Please select one)*  Less than 1 Month  1-3 Months  
 Other *(If Other, please specify: \_\_\_\_\_)*

**To let us know how you feel, please select and fill in one box on each line, or select the "Does Not Apply" box if this was not part of your program.**

		Not at all	A little	Some what	Much	Very Much	Does Not Apply
4.	How welcome did you feel at this program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Did the services you received help you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are you satisfied with the services you received?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	How courteous and respectful was the staff regarding your culture/background?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	How important is/was this program to you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	How much were your ideas and opinions welcomed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	How much has the program helped you strengthen your relationships with your family?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Would you recommend this program to others?	<input type="checkbox"/> Yes		<input type="checkbox"/> No			
12.	If you needed assistance again, would you "voluntarily" come back to this agency?	<input type="checkbox"/> Yes		<input type="checkbox"/> No			
13.	Are there any changes you would suggest to make this program better? _____ _____ _____						
14.	Additional Comments? _____ _____ _____						

**THANK YOU FOR YOUR FEEDBACK**

CALIFORNIA CODES  
**WELFARE AND INSTITUTIONS CODE**  
 SECTION 16507.7

16507.7. Each agency or entity, except for a community college, which offers a parenting course as part of a family maintenance or family reunification effort for a parent or parents of a child who has been adjudicated or is in the process of being adjudicated a dependent child of the court under Section 300, or whose family is participating in a voluntary family maintenance program, shall meet all of the requirements specified in this section. Effective July 1, 1992, organizations which receive state funding for the purpose of providing parenting courses shall meet those requirements as a condition of receiving state funding. The requirements are as follows:

(a) Each parenting course shall be no more than six months in duration, and shall meet for a specified number of hours determined by each program as sufficient for the program to meet all of the requirements listed in subdivision (b).

(b) The curriculum shall include all of the following components:

(1) Building self-esteem, including, but not limited to, parents' building a positive parental identity and building the self-esteem of their children.

(2) Handling stress and anger.

(3) The growth and development of children, including, but not limited to, safety, nutrition, and health.

(4) Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children.

(5) Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect.

(6) Learning the boundaries of permissible sexual conduct by adults with regard to children.

(7) Respect for, and sensitivity to, cultural differences in child rearing practices in addressing all of the topics listed in paragraphs (1) to (6), inclusive.

(c) Each parenting course is encouraged to have a maximum parent to teacher ratio of 15 parents for each teacher.

(d) Each parenting course is encouraged to conduct an initial assessment and interview of each parent enrolled in the course.

(e) Each parenting course shall give a preliminary examination prior to the start of the parenting course and an examination at the conclusion of the parenting course to measure changes in parental attitudes.

(f) Each parenting course shall enter into a written agreement with each parent with respect to the responsibilities a parent must satisfy in order to pass the course.

(g) The staff of each parenting course shall have training in the following areas:

(1) The prevention of child abuse and neglect.

(2) Parenting techniques.

(h) Each parenting course shall provide all of the following information to the county welfare department of the county in which the course is taught, for clients referred through child welfare services programs:

(1) Level of participation by parents.

(2) Number of course hours completed.

(3) Topics covered during attendance in class by a parent and

topics covered during a parent's absence from class.

(4) Assessment of a parent's gain in his or her knowledge about parenting as demonstrated by tests prior to and after the parenting course.

## EXHIBIT C

## Sixteen (16) Week Anger Management Topic List

Attended	Lesson #	Date	Topic	Absence	Initials
	1		What Anger is and is Not		
	2		When Anger Becomes a Problem		
	3		Payoffs and Consequences		
	4		Myths About Anger		
	5		Anger is a Habitual Response Breaking the Anger Habit		
	6		The Anger Meter		
	7		Anger Triggers		
	8		Cues to Anger		
	9		The Anger Control Plan		
	10		Time-Outs		
	11		Relaxation Through Breathing		
	12		The Aggression Cycle		
	13		Cognitive Triangle		
	14		The Mask		
	15		Problem Solving		
	16		Anger and the Family		
			Make Up		
			Make Up		



EXHIBIT D  
**FAMILY SERVICES OF THE DESERT**  
**PARENTING EDUCATION PROGRAM**  
**PRE/POST TEST**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. Select the parenting style that best describes when children are given instruction and expected to follow them no matter what!
  - a. Authoritarian parenting style
  - b. Permissive parenting style
  - c. Authoritative parenting style
  - d. None of the above
  
2. The primary social developmental task of a child between the ages of 1 and 3 is:
  - a. Play with others in an interactive fashion.
  - b. Separate from caregiver to interact with others.
  - c. Conform to peer group behaviors
  - d. None of the above
  
3. Communication involves both listening and talking. Parental behaviors may interfere with communication. Potential roadblocks to communication are:
  - a. Ordering
  - b. Judging
  - c. Preaching
  - d. All of the above
  
4. "I-messages" are effective because:
  - a. They show your child who is the "boss"
  - b. They demonstrate that you are listening
  - c. They tell how you feel without "blaming"
  - d. None of the above
  
5. "I feel frustrated when you throw your clothes on your bedroom floor. I need you to pick them up now, please." This is an example of:
  - a. Passive communication
  - b. Assertive communication
  - c. Aggressive communication
  - d. None of the above
  
6. Active listening is a way of "paying attention to other people that make them feel you are hearing them." Examples of "active listening" techniques are:
  - a. Encouraging and clarifying
  - b. Reflecting and summarizing
  - c. All of the above
  - d. None of the above
  
7. Some basic concepts to consider when implementing discipline include:
  - a. Relationship and Connection
  - b. Understanding developmental stages
  - c. Distract and Redirect
  - d. All of the above



8. If your child is refusing to listen (non life-threatening situation) and you have asked him/her 2 or 3 times, which of the following would you do?
  - a. Take their toys away
  - b. Use a "time-out"
  - c. Threaten your child
  - d. Spank
  
9. When you are under the influence of alcohol/drugs, how may this affect your kids?
  - a. You may not listen to them
  - b. You may neglect their needs
  - c. You may act differently with them
  - d. All of above
  
10. When you are angry and feel like you may lose control with your child, which of the following are effective ways to manage your anger?
  - a. Remove yourself from the situation
  - b. Tell your child he/she is making you mad
  - c. Look at your part in the situation
  - d. All the above
  - e. A and C

**Family Services of the Desert  
CPS Group Policy**

1. Groups start **ON TIME**. Please arrive early to allow yourself to sign in at the front desk.
2. Clients are expected to be responsible and attend group. **IF YOU MISS GROUP, YOUR CPS WORKER WILL BE NOTIFIED.**
3. If you are not going to attend group, call your FSOD group facilitator for all absences under any circumstances.
4. No children will be allowed in group or to wait for you unsupervised. **WE DO NOT PROVIDE CHILDCARE.**
5. Only **BOTTLED WATER** is allowed in group. **NO FOOD OR OTHER BEVERAGES.**
6. **PLEASE BE ADVISED THAT ANY DISRESPECTFUL BEHAVIOR AND/OR PROFANITY DIRECTED AT ANY OF OUR STAFF OR GROUP MEMBERS WILL NOT BE TOLERATED AND WILL RESULT IN TERMINATION FROM THE PROGRAM.**
7. I agree that all names and information disclosed in the course of group therapy will remain confidential.
8. I understand that any breach of confidentiality may result in my being asked to leave the group and my social worker being notified.

These rules **CANNOT** be changed; there are no exceptions. Please do not ask your Group Facilitator.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facilitator Signature

\_\_\_\_\_  
Date

Client Name: \_\_\_\_\_

Client ID#: \_\_\_\_\_

*Revised 3/3/11*



COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

EXHIBIT G

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

From: Family Services of the Desert  
Remit to Name  
81709 Dr Carreon Blvd Suite D1  
Address  
Indio CA 92201  
City State Zip Code  
Family Services of the Desert  
Contractor Name  
CS-02358  
Contract Number

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

Select Payment Type(s) Below:

- Advance Payment \$ \_\_\_\_\_  
(if allowed by Contract/MOU)
- Actual Payment \$ \_\_\_\_\_  
(Same amount as 2076B if needed)
- Unit of Service Payment \$ \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_
- \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_
- \_\_\_\_\_ # of Units) X (\$) \_\_\_\_\_ # of Units) X \_\_\_\_\_ (\$) \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature Title Date

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

Business Unit (5) _____	Purchase Order # (10) _____	Invoice # _____
Account (6) _____	Amount Authorized _____	
Fund (5) _____	If amount authorized is different from amount request, please explain: _____ _____	
Dept ID (10) _____	Program (if applicable) _____	Date _____
Program (5) _____	Management Reporting Unit _____	Date _____
Class (10) _____	Contracts Administration Unit _____	Date _____
Project/Grant (15) _____	General Accounting Section _____	Date _____
Vendor Code (10) _____		

DPSS 2076A



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.

**ASSURANCE OF COMPLIANCE WITH  
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF ORGANIZATION  
(HEREINAFTER CALLED THE "CONTRACTOR")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and 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 CONTRACTOR HEREBY 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; and shall be submitted with the required Civil Rights Plan Update.

4/11/12  
Date

  
\_\_\_\_\_  
Director's Signature

81-709 Dr. Carreon BL DA  
Indio CA 92201  
Address of CONTRACTOR