

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

124



FROM: Department of Public Social Services (DPSS)

SUBMITTAL DATE:
June 12, 2012

SUBJECT: Approval of the Agreement between DPSS and Prevent Child Abuse Riverside County without securing competitive bids

RECOMMENDED MOTION: That the Board of Supervisors:

1. Designate PCARC as the County's Children's Trust Fund Council in accordance with Welfare and Institutions Code Sections 18965 through 18970;
2. Approve and authorize the Chairman of the Board to sign the attached sole source agreement CS-02438 with Prevent Child Abuse Riverside County (PCARC) for the period of July 1, 2012 – June 30, 2013 with the option to renew for two additional one-year periods for an amount not to exceed \$516,328 without securing competitive bids;
3. Authorize the Director of DPSS to administer the agreement;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do no change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and

Continued – 2 pages in total

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 516,328	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Children's Trust Fund 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dept Recomm.:
Per Exec. Ofc.:

PURCHASING & FLEET SERVICES: *[Signature]*
 Robert Howdysnell, Director
 DATE: 5/29/12
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 5-24-12
 ELENA M. BOEVA

RE: Approval of the Agreement between DPSS and Prevent Child Abuse Riverside County without securing competitive bids
Date: June 12, 2012
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RECOMMENDED MOTION (CONTINUED)

5. Receive and file the FY2010/2011 Annual Report for PCARC

BACKGROUND:

Per Welfare and Institutions Code Section 18965 through 19070, the County Board of Supervisors must approve and designate a local agency as the lead agency in Riverside County for coordinating regional child abuse prevention councils and as the lead agency for the Children Trust Fund allocation.

PCARC has been the lead agency for child abuse prevention for over 12 years. As an agency, PCARC has improved their outreach efforts and expanded their community resource education efforts to create more public awareness of child abuse.

DPSS Children's Services Division works with PCARC on child abuse issues in Riverside County. PCARC also assists with the County's Community Partners Forum, which is held bi-annually to inform the community about child abuse outcomes. PCARC also takes a lead role for the countywide needs assessment, which leads to funding for the Child Abuse Prevention Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF), and Community Based Child Abuse Prevention (CBCAP) allocations.

Pursuant to their current agreement, PCARC is required to submit an annual report (attached) which includes more information about their programs and the activities of the regional collaboratives.

DPSS requests that the Board approve the contract with PCARC to align with the requirements of the Welfare and Institutions Code, designate PCARC as the lead child abuse prevention council, and receive and file the FY2010/2011 Annual Report.

FINANCIAL:

The funds for this agreement are from the Children's Trust Fund with no fiscal impact to the County General Fund.

ATTACHMENTS:

- Contract CS-02438
- Sole Source Justification
- FY2010/2011 Annual Report

CONCUR/EXECUTE:

County Purchasing

SL:jsl

Date: March 20, 2012
From: Susan Loew, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement for (Riverside County's Lead Child Abuse Prevention Council)

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

1. Supply/Service being requested:

Riverside County's Lead Child Abuse Prevention Council

2. Supplier being requested:

Prevent Child Abuse Riverside County (PCARC)

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

On March 9, 2009, Agenda number 3.54, PCARC was designated by the Board of Supervisors as the County Children's Trust Fund Council in accordance with Welfare and Institution (W&I) Code 18965 through 18970.

PCARC has been the only appointed lead council for child abuse prevention since 2000 by the Board of Supervisors.

4. Extent of market search conducted:

A search was done via the internet for other child abuse prevention councils within Riverside County who could perform the services throughout Riverside County. This search concluded that there is only one such council within Riverside County which performs the specific services on a County wide basis.

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

According to Welfare and Institution Code 18982, the primary purpose of the Child Abuse Prevention Coordinating Council is to coordinate the community's efforts to prevent and respond to child abuse.

PCARC provides lead agency coordination over other, area specific, child abuse councils throughout Riverside County. This includes, but is not limited to:

- Providing lead oversight of all recognized child abuse councils within Riverside County;
- In accordance with W&I Codes, be situated as the designated council for Riverside County's Children's Trust Fund;

- In accordance with W&I Codes, encourage and coordinate a broad multi-disciplinary board of directors and regional child abuse committees which encompass various community leaders (PCARC is County wide in its efforts to coordinate a multi-disciplinary board of directors);
- In accordance with W&I Codes, provide for interagency cooperation, promote public awareness, encourage and provide training (PCARC has been contracted as the training agency for Mandated Reporter training since 2000);
- Encourage and facilitate community support for programs.

6. Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:

Funding through the State of California for programs such as Children's Trust Fund (CTF), Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF), and Community Based Child Abuse Prevention (CBACP), has specific requirements the County must follow to receive State funding. One of these requirements is for the County to appoint a single child abuse council for the entire County of Riverside.

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

No.

8. Period of Performance:

The current contract with PCARC is scheduled to end on June 30, 2012, with no additional renewals. This request is being made to establish a new contract with PCARC as the Lead Child Abuse Prevention Council for the County of Riverside. The term of this contract will be July 1, 2012 through June 30, 2013 with two (2) one (1) year renewal options. The aggregate end date will be June 30, 2015.

Patricia Reynolds for Susan Lee 5-31-12
 Department Head Signature Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$576,328.00 One time Annual Amount through 576,328.00
3 years total

[Signature] 5/30/2012 12-560
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

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

SERVICES CONTRACT: CS-02438
CONTRACTOR: Prevent Child Abuse Riverside County
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$516,328

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, in accordance with the Child Abuse Prevention Coordinating Council Act (Welfare and Institution Code, Sec. 18983.5), desires to provide funding for a lead agent to coordinate the 1) regional child abuse councils and planning bodies, and 2) the communities efforts in the areas of child abuse prevention and intervention;

WHEREAS, Prevent Child Abuse Riverside County meets the requirements of Section 18983.5 and is qualified to coordinate the regional child abuse councils and planning bodies, and the communities efforts in the areas of child abuse prevention and intervention;

WHEREAS, DPSS desires Prevent Child Abuse Riverside County, 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 shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for County:	Authorized Signature for Prevent Child Abuse Riverside County 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Eva Guenther-James
Title: Chair, Board of Supervisors	Title: President Board of Directors
Address: 10281 Kidd St. Riverside, CA 92503	Address: 1945 Chicago Ave B South Riverside, CA 92507
Date Signed:	Date Signed:

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Exhibit A - Prevent Child Abuse Riverside County - Line Item Budget

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Exhibit C - ASSURANCE OF COMPLIANCE

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CAPIT" refers to Child Abuse Prevention, Intervention and Treatment, and it is one of the DPSS funding sources.
- B. "CSD" refers to Children's Services Division.
- C. "CTF" refers to Children's Trust Fund, the DPSS funding sources for PCARC.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. "Mandated Reporter" refers to a person(s) as described in accordance with California Penal Code 11165.7.
- F. "PCARC" is the abbreviation for Prevent Child Abuse, Riverside County.
- G. "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.
- H. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- I. "W&I code" refers to California Welfare and Institutions Code.

II. PURPOSE

Funding through the State of California for programs such as Children's Trust Fund (CTF), Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF), and Community Based Child Abuse Prevention (CBACP), has specific requirements the County must follow to receive State funding. One of these requirements is for the County to appoint a single child abuse council for the entire County of Riverside

III. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be liaison between DPSS and the Prevent Child Abuse Riverside County.
- B. DPSS may monitor the performance of the Prevent Child Abuse Riverside County in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Attend PCARC Board of Directors meeting as a non-voting member.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor Shall:

1. Assign a liaison between PCARC and DPSS.
2. Provide lead administrative oversight and guidance for all PCARC regional collaboratives.
3. Encourage participation of parent-consumer representatives on the regional committees and PCARC's Board of Directors.
4. In accordance with W&I code sections 18965 through 18970, be situated as the designated council for Riverside County's Children's Trust Fund (CTF).
5. In accordance with W & I Code Section 18967, establish criteria for determining which (CAPIT, PSSF, or CTF) proposals receive funding, accept and prioritize proposals received from the community, and make funding recommendations to the Riverside County Board of Supervisors.
6. In accordance with W&I code section 18982.1, encourage a broad, multi-disciplinary Board of Directors and regional child abuse committees, which include, but are not limited to, representation from the following: elected officials, public child welfare services, DPSS/CPS, probation department, community care licensing, criminal justice personnel (i.e.: law enforcement, the District Attorney's Office, the courts, County Coroner), the prevention and treatment community, medical and mental health services, community-based organizations, public/private schools, community representation, community-based social services, community volunteers, civic organizations, religious communities, and parent-consumers.
7. In accordance with W&I code section 18982.2:
 - a. Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment and legal processing of child abuse cases.
 - b. Promote public awareness of the abuse and neglect of children, and the resources available for intervention and treatment.
 - c. Encourage and facilitate training of professionals in the detection, treatment and prevention of child abuse and neglect.
 - d. Recommend improvements in services to families and victims.
 - e. Encourage and facilitate community support for child abuse and neglect programs.
8. In accordance with W&I code section 18982.3, may form committees to carry out specific functions, such as, but not limited to, interagency coordination committee, multidisciplinary personnel team, professional training committee, public awareness committee, service improvement committee, advocacy committee, fundraising committee.
9. In accordance with W&I code section 18983.6, develop a protocol for interagency coordination and provide yearly reports to the County Board of Supervisors.
10. Sponsor or co-sponsor community events that benefit children, parent-consumers, and professionals in the recognition and prevention of child abuse and neglect.
11. Lead needs assessments to determine county service needs and gaps in services.
12. Provide Mandated Reporter Training throughout the County for a total of not less than 24 times a year. This training shall be in conjunction with Penal Code 11165.7 through 11167.

13. Provide public outreach according to PCARC's outreach plan, incorporating public awareness/media campaign efforts, and the distribution of promotional and educational materials.

B. REPORTING

The Contractor shall submit the following reports as specified below:

1. In accordance with W&I code section 18983.6, councils receiving funding under this chapter shall develop a protocol for interagency coordination and provide annual reports to the county board of supervisors no later than September 1 of each year.
2. Retain monthly written reports pursuant to this Agreement on the following:
 - a. Unduplicated attendance count of the regional collaborative meetings.
 - b. Unduplicated attendance count of parent-consumers, when they self identify.
 - c. Copy of regional and Contractor's meeting agenda(s) for that month.
 - d. Copy of regional and Contractor's approved minutes from previous month.
 - e. Listing of sponsored conferences, workshops, or awareness campaigns to include:
 - Location(s)
 - Time and date
 - Unduplicated attendance count
 - Description of target audience agencies represented with a copy of presentation (curriculum) outline
 - Copy of conference announcement, and
 - Attendance sign-in sheet.
 - f. Listing of mandated reporter training workshops to include: location(s), time and date, unduplicated attendance count, description of target audience, agencies represented, and attendance sign-in sheet.
 - g. Listing of local print and/or electronic media announcements to include: media provider, description of target audience, time and date of release(s), copy of script (if an advertisement or public service announcement), target audience, estimated number of people or households reached. This includes billboard campaign announcements.
3. Membership listings of the Contractor's Board of Directors and local child abuse committee's governing bodies will be kept at the Contractor's site along with monthly reports, and will be provided in the Contractor's Annual Report.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$516,328.

2. LINE ITEM COST RATE

DPSS will pay the Contractor for services performed under this Agreement according to the Line Item Budget in **Exhibit A**, attached hereto and incorporated herein by this reference.

3. CASH / IN-KIND MATCH

In accordance with W&I code section 18983.8, the Contractor shall provide a 33-1/3% cash and/or in-kind match in the total amount of \$171,937 in monthly or in intervals of lump sums for the duration of the contract period. Match must be reported on DPSS form 2076B, Contractor Expenditure Report form, attached hereto as **Exhibit B** with instructions and incorporated herein by this reference.

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, 2076B (if applicable), (Exhibit B), following the instructions set forth. Exhibit A 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.

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 C** and incorporated herein by this reference. The Contractor will sign and date **Exhibit C** 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. 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

7. INSURANCE

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

(1) Worker's Compensation:

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

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and

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

(3) Vehicle Liability:

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

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An

individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

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. LICENSES AND PERMITS

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

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

9. INDEPENDENT CONTRACTOR

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

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

10. ASSIGNMENT

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

11. PERSONNEL

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

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

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

12. 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.

13. CHILD ABUSE REPORTING

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

14. 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.

15. 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.

16. 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.

17. 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.

18. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

V. GENERAL

A. EFFECTIVE PERIOD

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

B. NOTICES

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

DPSS: Department of Public Social Services

Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR: Prevent Child Abuse Riverside County
President Board of Directors
1945 Chicago Ave B South
Riverside, CA 92507

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE CONTRACT

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

Prevent Child Abuse Riverside County
Line Item Budget

Budget Category	Costs	
A. Employee Expense	\$281,150.00	
B. Operations	\$96,678.00	
C. Prevention and Outreach	\$68,500.00	
D. Regional Committees	\$70,000.00	
Subtotal of County Costs		\$516,328.00
Total In Kind or Cash Match (33 1/3%)		\$171,937.00
Total Program Costs		\$688,265.00

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit Number: B

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

From: Prevent Child Abuse Riverside County
Remit to Name .
1945 Chicago Ave B South
Address
Riverside CA 92507
City State Zip Code
Prevent Child Abuse Riverside County
Contractor Name
CS-02438
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
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CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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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**

Prevent Child Abuse Riverside County (PCARC)

NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

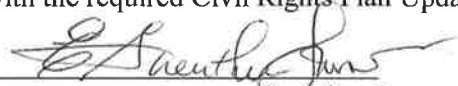
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with 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.

Date


Director's Signature- Eva Guenther-James

Address of CONTRACTOR
1945 Chicago Avenue B South
Riverside, CA 92507