

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



FROM: Department of Public Social Services

SUBMITTAL DATE:  
December 23, 2013

SUBJECT: To approve the amendments to agreements with Catholic Charities San Bernardino Riverside and MFI Recovery, Inc. [Districts - All] [\$7,267,972 (to be allocated over 4 one-year terms) - 47.41% Federal; 34.13% State; 18.46% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached amendments to the agreements with Catholic Charities San Bernardino Riverside (CS-02390-07) and MFI Recovery Center, Inc. (CS-02399-06), with the option to renew for three additional one-year periods, to increase the contracts for an aggregate amount not to exceed \$1,816,993.
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 renewal options, 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 comparison provision that do not exceed the annual CPI rates.

Patricia Reynolds  
Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,816,993	\$ 1,816,993	\$ 7,267,972	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Federal Funding: 47.41% State Funding: 34.13%; County Funding: 0%; Realignment Funding: 18.46%; Other Funding: 0%	Budget Adjustment: No For Fiscal Year: 13-14
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C.E.O. RECOMMENDATION:

APPROVE

BY:   
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

Purchasing:

Dep't Mark Seiler, Assistant Director

DATE

ELENOR M. BOEVA

- ☐ A-30 ☐ Positions Added ☐ Change Order
- ☐ 4/5 Vote

Prev. Agn. Ref.: 3.50 (6/18/13); 3.48  
(2/26/13); 3.15 (6/12/12)

District: All

Agenda Number:

3-29

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

**FORM 11:** To approve the amendments to agreements with Catholic Charities San Bernardino Riverside and MFI Recovery, Inc. [Districts - All] [\$465,314.60] [100% Federal]

**DATE:** December 23, 2013

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On June 12, 2012 (Agenda #3.15), the Board of Supervisors approved the agreements with Catholic Charities San Bernardino/Riverside and MFI Recovery Center, Inc. to provide the Core Services (Anger Management, Individual and Group Counseling, Domestic Violence Counseling, Parenting Education, and Substance Abuse Services), with the option to renew for four additional one-year periods.

On June 18, 2013 (Agenda #3.50), the Board of Supervisors approved Amendment #3 to the agreements with Catholic Charities San Bernardino/Riverside and MFI Recovery Center, Inc. increasing their yearly aggregate Maximum Reimbursable Amount (MRA) to \$1,351,678 in order to address increased service demands.

On July 1, 2013, renewal options were exercised for both contracts for the 13/14 fiscal year and signed by Riverside County Purchasing. Since the renewal amendments, both agencies have continued to experience greater service demands, and as a result we are recommending an additional amendment to the agreements with Catholic Charities San Bernardino Riverside and MFI Recovery Center, Inc. Children Services is experiencing an increase in the number of families being served as well as an increase in the array of services needed for individual families.

DPSS has identified savings to apply towards these amendments and to increase the yearly aggregate MRA for the contracts to \$1,816,993. As result, DPSS will be able to meet the increased need for these services and ensure that service levels are sustained in all areas of the county. Funding allocation to the individual Catholic Charities San Bernardino Riverside and MFI Recovery Center, Inc. agreements will be as follows:

**Catholic Charities**

\$830,508 CAPIT/PSSF funding  
\$293,953 CWS Basic funding

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\$1,124,461 Total MRA

**MFI Recovery Center, Inc.**

\$287,148 CAPIT/PSSF funding  
\$405,384 CWS Basic Funding

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\$692,532 Total MRA

**Impact on Residents and Businesses**

These programs provide much needed assistance to individuals or families who are in need of the Core Services (Anger Management, Individual and Group Counseling, Domestic Violence Counseling, Parenting Education, and Substance Abuse Services).

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Funding for these contracts is comprised of 100% Federal, State and Realignment funds and was budgeted through the normal County budget process.

**ATTACHMENTS:**

- A. CS-02390-07 Amendment #7 with Catholic Charities San Bernardino/Riverside
- B. CS-02399-06 Amendment #6 with MFI Recovery Center, Inc.

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503  
Amendment #6**

**SERVICES CONTRACT:** CS-02399-06

**CONTRACTOR:** MFI Recovery Center Inc.

**CONTRACT TERM:** July 1, 2013 - June 30, 2014

**MAXIMUM REIMBURSABLE AMOUNT:** \$692,532.00

WHEREAS, the County of Riverside, Department of Public Social Services hereinafter referred to as the "County" and/or "DPSS", desires to provide a Multi-Service Model in Zone 2.

WHEREAS, MFI Recovery Center hereinafter referred to as the "Contractor" is qualified to provide a Multi-Service Model;

WHEREAS, DPSS desires MFI Recovery Center, 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 and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement")..

Authorized Signature for County:	Authorized Signature for MFI Recovery Center Inc.
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Craig Lambdin
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 5870 Arlington Ave Riverside, CA 92504
Date Signed:	Date Signed:

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## AGREEMENT TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "ACT" refers to the Assessment and Consultation Team of the County of Riverside Department of Mental Health. ACT Clinicians may provide DPSS referrals to the Contractor.
- B. "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.
- C. "Attempt to contact" is defined as when the Contractor calls and leaves a message for a client on voicemail or with another resident of the client's home or preferred phone number.
- D. "CAPIT" refers to the Child Abuse Prevention, Intervention, and Treatment funding allocation.
- E. "CAU" refers to the Riverside County Department of Public Social Services Contracts Administration Unit.
- F. "CBCAP" refers to the Community Based Child Abuse Prevention funding allocation.
- G. "CDSS" refers to the California Department of Social Services.
- H. "Child Abuse Prevention Council" refers to Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- I. "Client" or "participant" refers to a person receiving services under this Agreement.
- J. "Contact" is defined as speaking directly with the client.
- K. "Contractor" or "Provider" refers to any employee, agent, or representative of the Agreement company used in conjunction with the performance of the Agreement.
- L. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- M. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to DPSS clients in the County of Riverside.
- N. "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence 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.
- O. "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this Agreement, DPSS and County are used interchangeably.
- P. CWS refers to the Child Welfare Services funding allocation.
- Q. "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as,
  - abuse perpetrated against any of the following persons:
    - (a) A spouse or former spouse
    - (b) A cohabitant or former cohabitant, as defined in Section 6209

- (c) A person with whom the respondent is having or has had a dating or engagement relationship
  - (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 (commencing with Section 7600) of Division 12)
  - (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act
  - (f) Any other person related by consanguinity or affinity within the second degree.
- R. "Domestic Violence Batterers Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and children.
- S. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- T. "Evening" is defined as after 6 pm.
- U. "Family Preservation Services" refers to services defined by the Social Security Act SEC. 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.
- V. "Families Support Services" refers to services defined by SOCIAL SECURITY ACT SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- W. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- X. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- Y. "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 Agreement. Marriage Family Therapist Trainees may be used, as long as they are under the direct supervision of a currently Licensed Clinical Therapist. Supervisors must have been licensed for at least two (2) years.
- Z. "Make-up Class" refers to a class in which a participant in a Group Session or Class who is registered in one course and attends a different course to make up a session missed in their registered course.
- AA. "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. These classes are generally performed within a group setting and involve active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.

- BB. "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- CC. "PSSF" refers to the Promoting Safe and Stable Families Program. The primary goals of PSSF are the prevention of unnecessary separation of children from their home, improve the quality of care and services to children and their families,
- DD. "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.
- EE. "RCEDB" refers to the Riverside County Evaluation Database.
- FF. "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 Agreement.
- GG. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- HH. "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, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is led by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- II. "W&I Code" refers to the California Welfare and Institutions Code.
- JJ. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

## **II. DPSS RESPONSIBILITIES**

- A. Assign staff to be the liaison between DPSS and MFI Recovery Center.
- B. Monitor the performance of the MFI Recovery Center in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, meetings, evaluations, and Contractor self-monitoring.
- C. Pay for all clients referred under this Agreement, except when a client has been referred to domestic violence prevention and is criminally convicted pursuant to Penal Codes 273a, 273d or 1203.097. If a client is criminally convicted after their referral to this program, the Contractor will not bill DPSS for these services and instead seek reimbursement from the client. If the client is either unable to pay, the Contractor will bill DPSS. The Contractor will not bill both DPSS and the client for the same services.

## **III. CONTRACTOR RESPONSIBILITIES**

### **A. GENERAL CONTRACTOR RESPONSIBILITIES**

- 1. Assign staff to be the liaison between MFI Recovery Center, Inc. and DPSS.

2. Provide or collaborate with other community partners to provide all of the following services: Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education, and Substance Abuse in Zone 2. Zones are defined in the Geographical Zone, attached hereto as Exhibit C, and incorporated herein by this reference.
3. Services may be provided in Zones 1 and 3, only with written approval from DPSS.
4. Clients may be referred from the County, Differential Response or other community providers, or may be a walk-in.
5. Work with the County to develop program outcomes.
6. Provide services in English and Spanish. Services must be available during the day and evenings. Evening is defined as after 6 pm.
7. Conduct criminal background record checks on all employees, subcontractors, and volunteers providing services under this Agreement. The Contractor must receive a criminal records clearance from the State of California Department of Justice before the individual can provide services to clients. The Contractor must retain a statement affirming that the employee/subcontractor/volunteer has completed and passed the background check in each person's personnel file.
8. Train staff to identify substance abuse and immediately report any client who appears to be chronic or serious users of alcohol and/or drugs to the County.
9. Contractor's liaison will participate in Team Decision Making (TDM) Meetings or Joint Operational Meetings (JOM) when requested to do so by the County. Record all TDMs in the client's case file.
10. Maintain client files in a neat and organized manner that ensures client confidentiality and HIPAA compliance. Files must be kept as follows:
  - a. Group Files
    - Sign-in sheets for all sessions
    - Topics/agenda from each session
  - b. Individual Files
    - Basic demographic information for each client
    - Assessment and treatment plan (Counseling and Substance Abuse services only)
    - Referral Date (if applicable)
    - Intake and date services started
    - Listing of services/referrals client is enrolled in
    - Dates of JOM or TDM attended (if applicable)
    - Written agreement with client (if applicable)
    - Closing assessment and summary (if applicable)
11. All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCSW, or Psychologists who supervise MFT Interns, LCSW Associates, or Psychological Assistants.
12. The Contractor cannot bill multiple sources for the same services, e.g., the Contractor may not bill Medi-Cal and DPSS for the same group.
13. Services must be provided within fifteen (15) minutes walking distance from public transportation access, except for residential substance abuse and in-home parenting education. All exceptions must be approved in writing by the County.



14. Clients must have an Intake/Assessment completed within ten (10) business days of the referral or walk-in. All assessment materials are the sole property of DPSS. Materials which are damaged or lost must be replaced by the Contractor.
15. Clients must begin group services (with the exception of substance abuse) within thirty (30) calendar days of the referral or walk-in.
16. Clients must begin counseling services within ten (10) business days of the referral or walk-in.
17. Clients with urgent counseling needs must begin counseling services within five (5) business days.

#### B. OUTCOMES

1. Deliver competent and effective Anger Management, Counseling, Domestic Violence, Parenting Education, In-Home Parenting Education, and Substance Abuse services to improve child and family outcomes as evidenced by:
  - a. Results from the Global Measurement tools and Satisfaction Surveys/Exit forms;
  - b. Reduced rate of re-entry and re-abuse;
  - c. Increased successful reunifications; and,
  - d. Increased placement stability.

#### C. COUNTY REFERRAL PROCESS

1. Contractor must contact or attempt to contact the client within two (2) business days of receipt of referral.
2. A minimum of two (2) attempts on two (2) separate days must be made to contact the client. If the Contractor cannot contact the client, the Contractor must notify the referring social worker that contact cannot be made. All attempts to contact the client must be documented in writing.
3. If after five (5) business days from initial referral, the Contractor has not made contact with the client, the Contractor must notify the referring social worker via DPSS liaison. After this point, the Contractor will not be required to make additional attempts to contact the client.

#### D. ANGER MANAGEMENT GROUPS SCOPE OF WORK (IF PROVIDING)

1. All Anger Management Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this Agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Each group sessions must be two (2) hours of in-class, face to face session.
3. Anger Management is a sixteen (16) week program, with a different group topic offered weekly. Clients may complete the 16-week program only one time each.
4. Clients cannot attend more than one (1) session per week, unless the client is making up a missed class.
5. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the

program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.

#### E. COUNSELING SCOPE OF WORK (IF PROVIDING)

1. All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Individual, conjoint and family counseling sessions must be a minimum of 50 minutes of face-to-face contact between the counselor and the client(s)
3. Group counseling sessions must be a minimum of 90 minutes of face-to-face contact between the counselor and a group of clients. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with more than fifteen (15) clients require a co-facilitator. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
4. Counseling sessions are limited to a maximum of sixteen (16) sessions per client. The Contractor must obtain prior approval by the County for any DPSS client needing more than sixteen (16) counseling sessions. All approvals must be documented in writing and maintained in the client's case file. Walk-in clients requiring more than sixteen (16) counseling sessions must be approved by the client's clinician and clinician's supervisor or clinical director, and documented in the client's case file.
5. Clients cannot attend more than one (1) session per week, unless the client is making up a missed session.

#### F. DOMESTIC VIOLENCE BATTERERS GROUP SCOPE OF WORK (IF PROVIDING)

1. All Domestic Violence Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this Agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Domestic violence groups may include, but are not limited to, lectures, classes, group sessions, and group counseling, and must be fifty-two (52) weeks long.
3. Groups are for batterers only.
4. Separate all domestic violence groups by gender.
5. Provide weekly two (2) hour group sessions. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the

sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.

6. Clients cannot attend more than one (1) session in per week, unless the client is making up a missed class.
7. Contractors must enter into a written agreement with each client with respect to the responsibilities each perpetrator must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.

#### G. IN-HOME PARENTING EDUCATION SCOPE OF WORK (IF PROVIDING)

1. In-Home Parenting Education will include direct skill training in child behavior management and planned activities training, with the parent(s) and child(ren) present during visitations whenever possible.
2. Limit In-Home Parenting Education services to one (1) visit per day. Services may only be provided for a maximum of ninety (90) calendar days over the course of the Agreement term per family. The Contractor must obtain prior written approval by the County for any client needing additional services. Approval can only be given by a DPSS level supervisor or above.
3. Services may not exceed a maximum of 84 hours of service per family.
4. Each visit must be a minimum of ninety (90) minutes.

#### H. PARENTING EDUCATION SCOPE OF WORK (IF PROVIDING)

1. Classes are conducted in a group setting and may be presented through lecture, videotapes, and/or group discussion.
2. Each class will be two hours in duration. The Parenting Education Program is a ten (10) week program. Clients cannot attend more than one (1) group session per week, unless the client is making up a missed class. Clients may complete the 10-week program only one time each.
3. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator. Groups with more than fifteen (15) clients require a co-facilitator to receive full payment, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
4. As mandated in W&I Code 16507.7, the curriculum must include all of the following components:
  - a. Building self-esteem, including, but not limited to, parents building a positive parental identity and building the self-esteem of their children;
  - b. Handling stress and anger;
  - c. The growth and development of children, including, but not limited to, safety, nutrition, and health;
  - d. Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children;

- e. 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;
  - f. Learning the boundaries of permissible sexual conduct by adults with regard to children;
  - g. Respect for, and sensitivity to, cultural differences in child rearing practices.
5. Enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.

#### I. SUBSTANCE ABUSE SCOPE OF WORK (IF PROVIDING)

- 1. Individual Outpatient Counseling – Must be facilitated by a certified Alcohol and Drug Counselor. Each session must be a minimum of sixty (60) minutes and each client shall receive up to two (2) individual sessions, with the exception of juvenile clients (clients under the age of 18). Juvenile clients may not receive more than a maximum of twenty-four (24) counseling sessions.
- 2. Group Outpatient Counseling – Group counseling sessions will be scheduled weekly. Counseling sessions must be a minimum of sixty (60) minutes of face-to-face sessions.
  - a. Clients may not receive more than one (1) group counseling session per day and may not receive more than a maximum of twenty-four (24) counseling sessions. Facilitators must be a certified Alcohol and Drug Counselor.
  - b. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
- 3. All clients must begin services within ten (10) calendar days of a referral. If a client is not able to begin services in that time, the Contractor must notify the County via email immediately. The Contractor will notify the County when any client is a “no-show” three (3) times.

#### J. REPORTING

- 1. The Contractor shall submit all Intake Forms, Global Measurement Tools, and Satisfaction/Exit forms to the Children's Services Division Data unit by the 15<sup>th</sup> of the month following services.
- 2. Other Reports
  - a. Social Worker Reports – The Contractor must provide progress reports on any client to DPSS as requested.
  - b. Quarterly Reports – The Contractor must provide typewritten progress report notes for all counseling clients within twelve (12) weeks after services have begun. Notes must be sent to the referring social worker.

## K. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$692,532.00. Requirements for each service are listed in Section III, CONTRACTOR RESPONSIBILITIES.

Unit of Service	Supporting Documentation	Billing Cost per Unit of Service		Maximum CAPIT/PSSF Amount	Maximum CWS Amount
<u>Anger Management</u> <ul style="list-style-type: none"> <li>One (1) group session, which must meet the following criteria: <ul style="list-style-type: none"> <li>Must be two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week, for a maximum of 16 weeks;</li> <li>Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases where a client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li> <li>Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li> <li>Clients may complete the 16-week program only one time each.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Client name;</li> <li>Date(s) of service;</li> <li>Beginning and ending time of session;</li> <li>Facilitator name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	# of Clients in group	Prorated Group Amount	\$16,000.00	\$0.00
		6+	\$176.00		
		5	\$146.67		
		4	\$117.33		
		3	\$88.00		
		2	\$58.67		
		1	\$29.33		

Unit of Service	Supporting Documentation	Billing Cost per Unit of Service		Maximum CAPIT/PSSF Amount	Maximum CWS Amount													
<u>Individual/Conjoint/Family Counseling</u> <ul style="list-style-type: none"><li>One (1) counseling session, which must meet the following criteria:<ul style="list-style-type: none"><li>Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist and one client and clients cannot attend more than one session per week; and,</li><li>Clients are limited to a maximum of sixteen (16) sessions.</li></ul></li></ul>	<ul style="list-style-type: none"><li>Client name;</li><li>Date(s) of service;</li><li>Beginning and ending time of session;</li><li>Licensed Clinical Therapist name;</li><li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment; and,</li><li>Written documentation of the County approval for clients receiving counseling for more than 16 sessions.</li></ul>	\$70.00	\$132,813.00	\$339,827.00														
<u>Group Counseling</u> <ul style="list-style-type: none"><li>One (1) group session , which must meet the following criteria:<ul style="list-style-type: none"><li>Must be a minimum of ninety (90) minutes of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week;</li><li>Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li><li>Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li><li>Clients are limited to a maximum of sixteen (16) sessions.</li></ul></li></ul>	<ul style="list-style-type: none"><li>Client name ;</li><li>Date(s) of service;</li><li>Beginning and ending time of session;</li><li>Facilitator name;</li><li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment; and,</li><li>Written documentation of the County approval for clients receiving counseling for more than 16 sessions.</li></ul>	<table><tr><th># of Clients in group</th><th>Prorated Group Amount</th></tr><tr><td>6+</td><td>\$150.00</td></tr><tr><td>5</td><td>\$125.00</td></tr><tr><td>4</td><td>\$100.00</td></tr><tr><td>3</td><td>\$75.00</td></tr><tr><td>2</td><td>\$50.00</td></tr><tr><td>1</td><td>\$25.00</td></tr></table>	# of Clients in group	Prorated Group Amount	6+	\$150.00	5	\$125.00	4	\$100.00	3	\$75.00	2	\$50.00	1	\$25.00	\$0.00	\$0.00
# of Clients in group	Prorated Group Amount																	
6+	\$150.00																	
5	\$125.00																	
4	\$100.00																	
3	\$75.00																	
2	\$50.00																	
1	\$25.00																	

Unit of Service	Supporting Documentation	Billing Cost per Unit of Service		Maximum CAPIT/PSSF Amount	Maximum CWS Amount
		# of Clients in group	Prorated Group Amount		
<u>Domestic Batterers Groups</u> o One (1) group session , which must meet the following criteria: o Must be a minimum of two (2) hours of group, face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week; o Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and, o Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated; and, o Each client must be enrolled in a fifty-two (52)-week program.	<ul style="list-style-type: none"> <li>Client name;</li> <li>Date(s) of service;</li> <li>Beginning and ending time of session;</li> <li>Facilitator name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	6+	\$205.00	\$30,000.00	\$0.00
		5	\$171.67		
		4	\$137.33		
		3	\$103.00		
		2	\$68.67		
		1	\$34.33		
<u>In-Home Parenting</u> <ul style="list-style-type: none"> <li>One (1) single visit , which must meet the following criteria:               <ul style="list-style-type: none"> <li>Only one (1) visit per client is allowed per day for a maximum of ninety (90) days over the Agreement term;</li> <li>Services may not exceed 84 hours of service per family; and,</li> <li>Each visit must be a minimum of ninety (90) minutes.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Client name;</li> <li>Date(s) of visit;</li> <li>Beginning and ending time of each session;</li> <li>Facilitator name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	\$140.00		\$12,000.00	\$0.00

Unit of Service	Supporting Documentation	Billing Cost per Unit of Service		Maximum CAPIT/PSSF Amount	Maximum CWS Amount
<u>Parenting Education Groups</u> <ul style="list-style-type: none"> <li>One (1) group session , which must meet the following criteria:               <ul style="list-style-type: none"> <li>Must be a minimum of two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week for a maximum of 10 weeks;</li> <li>Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li> <li>Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li> <li>Clients may only complete the 10-week program only one time each.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Client name;</li> <li>Date(s) of service;</li> <li>Beginning and ending time of session;</li> <li>Facilitator name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	# of Clients in group 6 + 5 4 3 2	Prorated Group Amount \$150.00 \$125.00 \$100.00 \$75.00 \$50.00	\$31,393.00	\$8,407
<u>Substance Abuse Individual Counseling</u> <ul style="list-style-type: none"> <li>One (1) counseling session, which must meet the following criteria:               <ul style="list-style-type: none"> <li>Must be a minimum of sixty (60) minutes of face-to-face contact between a certified Alcohol and Drug counselor and one clients;</li> <li>Adult clients shall receive up to two (2) sessions; and,</li> <li>Juvenile clients (under the age of 18) may not receive more than a maximum of twenty-four (24) counseling sessions.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Client name and age;</li> <li>Date(s) of service;</li> <li>Beginning and ending time of session;</li> <li>Certified Drug and Alcohol Counselor name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	\$25.00	\$34,428.00	\$34,768.00



Unit of Service	Supporting Documentation	Billing Cost per Unit of Service		Maximum CAPIT/PSSF Amount	Maximum CWS Amount
		# of Clients in group	Prorated Group Amount		
<p><u>Substance Abuse Group Outpatient Counseling</u></p> <ul style="list-style-type: none"> <li>o One (1) counseling session, which must meet the following criteria:</li> <li>o Must in Must be a minimum of sixty (60) minutes of face-to-face contact between the facilitator and a group of clients and clients may not receive more than one (1) session per day for a maximum of 24 sessions;</li> <li>o Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li> <li>o Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li> </ul>	<ul style="list-style-type: none"> <li>• Client name;</li> <li>• Date(s) of service;</li> <li>• Beginning and ending time of session;</li> <li>• Facilitator name; and,</li> <li>• Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	6+	\$146.00	\$ 30,514.00	\$22,382.00
		5	\$121.67		
		4	\$97.33		
		3	\$73.00		
		2	\$48.67		
		1	\$24.33		

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

- a. The Contractor will submit monthly itemized invoices to DPSS for 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.
- b. 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.
- c. The Contractor shall submit a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. The Contractor must include an itemized summary sheet with each month's billings and supporting documentation.
- e. The Contractor must include an itemized list of each client's first and last name with each month's billing and supporting documentation. CWS funding requires the initial referral form for each client in order to receive payment.
- f. The Contractor must maintain the following documents and make them available to the County upon request:
  - (1) Group sign-in sheets with each participant's name, client signature, title of group topic, facilitator's name and signature.
  - (2) Start and end time of each service
  - (3) Clinical notes and other documents as specified in "Section III. Contractor Responsibilities" of this Agreement.
- g. 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 June are due no later than the 30th of July.

## 3. CASH / IN-KIND MATCH

Of the total MRA, \$169,277.53 is funded by CAPIT funding. The Contractor shall provide up to \$16,927.75 as a cash and/or in kind match to meet the funding source's requirement of a 10% cash and/or in-kind match of total CAPIT funds used. DPSS will inform the Contractor in writing when CAPIT funding is utilized to ensure appropriate match levels. The match is to be reported to the County using DPSS Form 2076B and Instructions (Exhibit A). Any funding from the California Department of Social Services cannot be used as a match.

## 4. FINANCIAL RESOURCES

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

## 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall

maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

- 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 Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- 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 Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. 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 Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

## 7. DISALLOWANCE

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

## L. 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 Agreement.

### 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 Agreement, 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. 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 B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Agreement. 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.
- (4) 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.

5. HOLD HARMLESS/INDEMNIFICATION

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

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnities herein from third party claims.

6. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to 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.

(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 as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

(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 Agreement. 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 Agreement 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 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or 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 Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance 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 Agreement.



- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 7. LICENSES AND PERMITS

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

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

## 8. INDEPENDENT CONTRACTOR

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

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 Agreement. 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 Agreement.

## 9. ASSIGNMENT

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

## 10. PERSONNEL

- 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. 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.

## 11. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subcontractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) 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
- (4) has within a 3-year period preceding this Agreement 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 Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement 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.

## 12. CHILD ABUSE REPORTING

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

## 13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, 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 Agreement 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 Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

## 14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

## 15. 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

#### 16. AGREEMENT 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.

#### IV. GENERAL

##### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2013 to June 30, 2014, with three (3) one-year renewal option(s).

##### B. NOTICES

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

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

VENDOR: MFI Recovery Center Inc.  
Executive Director  
5870 Arlington Ave  
Riverside, CA 92504

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

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive

Riverside, CA 92503

**C. AVAILABILITY OF FUNDING**

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

**D. DISPUTES**

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

**E. SANCTIONS**

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which 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 Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

**G. CONSUMER PRICE INDEX**

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

#### H. MODIFICATION OF TERMS

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

#### I. 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.

#### J. ENTIRE AGREEMENT

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

Exhibit A – Contractor Payment Request

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
**CONTRACTOR PAYMENT REQUEST**

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

From: MFI Recovery Center Inc  
Remit to Name  
5870 Arlington Ave  
Address  
Riverside CA 92504  
City State Zip Code  
MFI Recovery Center Inc  
Contractor Name  
CS-02399  
Contract Number

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

Select Payment Type(s) Below:

<input type="checkbox"/> Advance Payment \$ _____ (if allowed by Contract/MOU)	<input type="checkbox"/> Actual Payment \$ _____ (Same amount as 2076B if needed)
<input type="checkbox"/> Unit of Service Payment \$ _____ _____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)
_____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)
_____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)

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

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

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

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B) CASH/ IN-KIND MATCH				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		

List each item as outlined in contract budget.

[illegible]

## 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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## INSTRUCTION FOR 2076A and 2076B

Department of Public Social Services

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B, and the back-up documentation as specified in Section III. "CONTRACTOR RESPONSIBILITIES", subsection I "FISCAL", paragraph 2g." METHOD, TIME and SCHEDULE CONDITIONS OF PAYMENT" of this contract.

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.

## Exhibit B – Assurance of Compliance

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

\_\_\_\_\_  
MFI Recovery Center, Inc.  
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

5870 Arlington Ave  
Riverside, CA 92504  
\_\_\_\_\_  
Address of MFI Recovery Center

## Exhibit C – Geographical Zone

**Geographical Zone**

<b>ZONE 2 Mid &amp; Southwest County</b>	
<b>City</b>	<b>Zip Code</b>
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/ Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet	92545
Hemet/Valle Vista	92544
Idyllwild	92549
Menifee/Sun City	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
San Jacinto	92581
San Jacinto	92582
San Jacinto/ Gilman Springs*	92583
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Winchester	92596

**Riverside County Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503  
Amendment #7**

**SERVICES CONTRACT:** CS-02390-07

**CONTRACTOR:** Catholic Charities San Bernardino Riverside

**CONTRACT TERM:** July 1, 2013 - June 30, 2014

**MAXIMUM REIMBURSABLE AMOUNT:** \$ 1,124,461.00

WHEREAS, the County of Riverside, Department of Public Social Services hereinafter referred to as the "County" and/or "DPSS", desires to provide a Multi-Service Model in Zones 1 and 3.

WHEREAS, Catholic Charities San Bernardino Riverside hereinafter referred to as the "Contractor" is qualified to provide a Multi-Service Model:

WHEREAS, DPSS desires Catholic Charities San Bernardino Riverside 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 and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Catholic Charities San Bernardino Riverside
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Ken Sawa
Title: Chair, Board of Supervisors	Title: CEO Executive Vice President
Address: 4080 Lemon Street Riverside, CA 92501	Address: 1450 North D St San Bernardino, CA 92405
Date Signed:	Date Signed:

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## AGREEMENT TERMS AND CONDITIONS

### I. DEFINITIONS

- A. "ACT" refers to the Assessment and Consultation Team of the County of Riverside Department of Mental Health. ACT Clinicians may provide DPSS referrals to the Contractor.
- B. "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.
- C. "Attempt to contact" is defined as when the Contractor calls and leaves a message for a client on voicemail or with another resident of the client's home or preferred phone number.
- D. "CAPIT" refers to the Child Abuse Prevention, Intervention, and Treatment funding allocation.
- E. "CAU" refers to the Riverside County Department of Public Social Services Contracts Administration Unit.
- F. "CBCAP" refers to the Community Based Child Abuse Prevention funding allocation.
- G. "CDSS" refers to the California Department of Social Services.
- H. "Child Abuse Prevention Council" refers to Riverside County's designated lead agency in child abuse prevention and the parent organization, which coordinates the County's regional child abuse prevention councils, as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- I. "Client" or "participant" refers to a person receiving services under this Agreement.
- J. "Contractor" or "Provider" refers to Catholic Charities San Bernardino Riverside and its employees, agents and representatives providing services under this Agreement.
- K. "Contact" is defined as speaking directly with the client.
- L. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- M. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to DPSS clients in the County of Riverside.
- N. "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence 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.
- O. "CWS" refers to the Child Welfare Services funding allocation.
- P. "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as, abuse perpetrated against any of the following persons:
  - (a) A spouse or former spouse
  - (b) A cohabitant or former cohabitant, as defined in Section 6209
  - (c) A person with whom the respondent is having or has had a dating or engagement relationship

- (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 (commencing with Section 7600) of Division 12)
  - (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act
  - (f) Any other person related by consanguinity or affinity within the second degree.
- Q. "Domestic Violence Batterers Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and/or children.
  - R. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
  - S. "Evening" is defined as after 6 pm.
  - T. "Family Preservation Services" refers to services defined by the Social Security Act SEC. 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.
  - U. "Families Support Services" refers to services defined by Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
  - V. "HIPAA" refers to the Health Insurance Portability Accountability Act.
  - W. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
  - X. "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 Agreement. Marriage Family Therapist Trainees may be used, as long as they are under the direct supervision of a currently Licensed Clinical Therapist. Supervisors must have been licensed for at least two (2) years.
  - Y. "Make-up Class" refers to class in which a participant in a Group Session or Class who is registered in one course and attends a different course to make up a session missed in their registered course.
  - Z. "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. These classes are generally performed within a group setting and involve active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
  - AA. "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.

- BB. "PSSF" refers to the Promoting Safe and Stable Families Program. The primary goals of PSSF are the prevention of unnecessary separation of children from their home, improve the quality of care and services to children and their families,
- CC. "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.
- DD. "RCEDB" refers to the Riverside County Evaluation Database.
- EE. "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 Agreement.
- FF. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- GG. "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, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is led by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- HH. "W&I Code" refers to the California Welfare and Institutions Code.
- II. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

## **II. DPSS RESPONSIBILITIES**

- A. Assign staff to be the liaison between DPSS and Catholic Charities San Bernardino Riverside.
- B. Monitor the performance of Catholic Charities San Bernardino Riverside in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, meetings, evaluations, and Contractor self-monitoring.
- C. Pay for all clients referred under this Agreement, except when a client has been referred to domestic violence prevention and is criminally convicted pursuant to Penal Codes 273a, 273d or 1203.097. If a client is criminally convicted after their referral to this program, the Contractor will not bill DPSS for these services and instead seek reimbursement from the client. If the client is either unable to pay, the Contractor will bill DPSS. The Contractor will not bill both DPSS and the client for the same services.

## **III. CONTRACTOR RESPONSIBILITIES**

### **A. GENERAL CONTRACTOR RESPONSIBILITIES**

- 1. Assign staff to be liaison between Catholic Charities San Bernardino Riverside and DPSS.
- 2. Provide or collaborate with other community partners to provide all of the following services: Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education, and Substance Abuse in Zones 1 and 3. Zones are defined in the Geographical Zone, attached hereto as Exhibit C, and incorporated herein by this reference.



3. Services may be provided in Zone 2, only with written approval from DPSS.
4. Work with the County to develop Program Outcomes.
5. Clients may be referred from the County, Differential Response or other community providers, or may be a walk-in.
6. Provide services in English and Spanish. Services must be available during the day and evenings. Evening is defined as after 6 pm.
7. Conduct criminal background record checks on all employees, subcontractors, and volunteers providing services under this Agreement. The Contractor must receive a criminal records clearance from the State of California Department of Justice before the individual can provide services to clients. The Contractor must retain a statement affirming that the employee/subcontractor/volunteer has completed and passed the background check in each person's personnel file.
8. Train staff to identify substance abuse and immediately report any client who appears to be chronic or serious users of alcohol and/or drugs to the County.
9. Contractor's liaison will participate in Team Decision Making (TDM) Meetings or Joint Operational Meetings (JOM) when requested to do so by the County. Record all TDMs in the client's case file.
10. Maintain client files in a neat and organized manner that ensures client confidentiality and HIPAA compliance. Files must be kept as follows:
  - a. Group Files
    - Sign-in sheets for all sessions
    - Topics/agenda from each session
  - b. Individual Files
    - Basic demographic information for each client
    - Assessment and treatment plan
    - Referral Date (if applicable)
    - Intake and date services started
    - Dates of JOM or TDM attended (if applicable)
    - Written agreement with client (if applicable)
    - Closing assessment and summary (if applicable)
11. All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to MFT, LCSW, or Psychologists who supervise MFT Interns, LCSW Associates, or Psychological Assistants.
12. The Contractor cannot bill multiple sources for the same services, e.g., the Contractor may not bill Medi-Cal and DPSS for the same group.
13. Services must be provided within fifteen (15) minutes walking distance from public transportation access, except for residential substance abuse and in-home parenting education. Service locations provided more than fifteen (15) minutes walking distance must be approved in writing by the County.
14. Clients must have an Intake/Assessment completed within ten (10) business days of the referral or walk-in. All assessment materials are the sole property of DPSS. Materials which are damaged or lost must be replaced by the Contractor.
15. Clients must begin group services (with the exception of substance abuse) within thirty (30) calendar days of the referral or walk-in.
16. Clients must begin counseling services within ten (10) business days of the referral or walk-in.

17. Clients with urgent counseling needs must begin counseling services within five (5) business days.

#### B. OUTCOMES

1. Deliver competent and effective Anger Management, Counseling, Domestic Violence, Parenting Education, In-Home Parenting Education, and Substance Abuse services to improve child and family outcomes as evidenced by:
  - a. Results from the Global Measurement tools and Satisfaction Surveys/Exit forms;
  - b. Reduced rates of re-entry and re-abuse;
  - c. Increased successful reunifications; and,
  - d. Increased placement stability

#### C. COUNTY REFERRAL PROCESS

1. Contractor must contact or attempt to contact the client within two (2) business days of receipt of referral.
2. A minimum of two (2) attempts on two (2) separate days must be made to contact the client. If the Contractor cannot contact the client, the Contractor must notify the referring social worker that contact cannot be made. All attempts to contact the client must be documented in writing.
3. If after five (5) business days from initial referral, the Contractor has not made contact with the client, the Contractor must notify the referring social worker via DPSS program liaison. After this point, the Contractor will not be required to make additional attempts to contact the client.

#### D. ANGER MANAGEMENT GROUPS SCOPE OF WORK (IF PROVIDING)

1. All Anger Management Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this Agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Each group sessions must be two (2) hours of in-class, face to face session.
3. Anger Management is a sixteen (16) week program, with a different group topic offered weekly. Clients may complete the 16-week program only one time each.
4. Clients cannot attend more than one (1) session in a week, unless the client is making up a missed class.
5. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.

#### E. COUNSELING SCOPE OF WORK (IF PROVIDING)

1. All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current,

active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.

2. Individual, conjoint and family counseling sessions must be a minimum of 50 minutes of face-to-face contact between the counselor and the client(s).
3. Group counseling sessions must be a minimum of 90 minutes of face-to-face contact between the counselor and a group of clients. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
4. Counseling sessions are limited to a maximum of sixteen (16) sessions per client. The Contractor must obtain prior approval by the County for any DPSS client needing more than sixteen (16) counseling sessions. All approvals must be documented in writing and maintained in the client's case file. Walk-in clients requiring more than sixteen (16) counseling sessions must be approved by the client's clinician and clinician's supervisor or clinical director, and documented in the client's case file.
5. Clients cannot attend more than one (1) session per week, unless the client is making up a missed session or unless the client is in crisis.

#### F. DOMESTIC VIOLENCE BATTERER'S GROUP SCOPE OF WORK (IF PROVIDING)

1. All Domestic Violence Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this Agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Domestic violence groups may include, but are not limited to, lectures, classes, group sessions, and group counseling, and must be fifty-two (52) weeks long.
3. Groups are for batterers only.
4. Separate all domestic violence groups by gender.
5. Provide weekly two (2) hour group sessions. Sessions may not exceed fifteen clients to one (1) facilitator. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal, paragraph a. Maximum Reimbursable Amount of this Agreement.
6. Clients cannot attend more than one (1) session per week, unless the client is making up a missed class.
7. Contractors must enter into a written agreement with each client with respect to the responsibilities each perpetrator must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.

## G. IN-HOME PARENTING EDUCATION SCOPE OF WORK (IF PROVIDING)

1. In-Home Parenting Education will include direct skill training in child behavior management and planned activities training, with the parent(s), and whenever possible with child(ren) present.
2. Limit In-Home Parenting Education services to one (1) visit per day. Services may only be provided for a maximum of ninety (90) calendar days over the course of the Agreement term per family. The Contractor must obtain prior written approval by the County for any client needing additional services. Approval can only be given by a DPSS level supervisor or above.
3. Services may not exceed a maximum of 84 hours of service per family.
4. Each visit must be a minimum of sixty (60) minutes.

## H. PARENTING EDUCATION SCOPE OF WORK (IF PROVIDING)

1. Classes are conducted in a group setting and may be presented through lecture, videotapes, and/or group discussion.
2. Each class is two (2) hours in duration for ten (10) weeks. Clients may not attend more than one (1) session per week, unless the client is making up a missed class. Clients may complete the 10-week program only one time each.
3. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
4. As mandated in W&I Code 16507.7, the curriculum must include all of the following components:
  - a. Building self-esteem, including, but not limited to, parents building a positive parental identity and building the self-esteem of their children;
  - b. Handling stress and anger;
  - c. The growth and development of children, including, but not limited to, safety, nutrition, and health;
  - d. Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children;
  - e. 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;
  - f. Learning the boundaries of permissible sexual conduct by adults with regard to children;
  - g. Respect for, and sensitivity to, cultural differences in child rearing practices.
5. Enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.

# I. SUBSTANCE ABUSE SCOPE OF WORK (IF PROVIDING)

1. Individual Outpatient Counseling – Must be facilitated by a certified Alcohol and Drug Counselor. Each session must be a minimum of sixty (60) minutes and each client shall receive up to two (2) individual sessions, with the exception of juvenile clients (clients under the age of 18). Juvenile clients may not receive more than a maximum of twenty-four (24) counseling sessions.
2. Group Outpatient Counseling - Group counseling sessions will be scheduled weekly. Counseling sessions must be a minimum of sixty (60) minutes.
  - a. Clients may not receive more than one (1) group counseling session per day and may not receive more than a maximum of twenty-four (24) counseling sessions. Facilitators must be certified as an Alcohol and Drug Counselor.
  - b. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator to receive full payment. Groups with more than fifteen (15) clients require a co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection K. Fiscal.
3. Drug Testing – Results of all drug testing shall be provided to the social worker for inclusion in court reports; expiration date of referral is length of Fiscal Year (FY) referral was created; refer to Section III. Contractor Responsibilities, subsection J. Fiscal for costs.
4. Medical Detoxification
  - a. Clients may remain in detoxification for a maximum of seven (7) days for each client.
  - c. Medical Detoxification must be under medical supervision.
5. Residential Treatment
  - a. Clients will remain in residential treatment for a maximum of thirty (30) days.
  - b. Residential facilities must be open 24 hours per day, 7 days a week.
  - c. All residential facilities offering detoxification, group, individual, or educational sessions, and/or recovery or treatment planning must be licensed by the California Department of Alcohol and Drug Programs.
6. All clients must begin services within ten (10) calendar days of a referral. If a client is not able to begin services in that time, the Contractor must notify the County via email immediately. The Contractor will notify the County when any client is a “no-show” three (3) times. Exceptions to the time period listed must be documented in writing. All attempts to contact the client must be included.

# J. REPORTING

1. The Contractor shall submit all Intake Forms, Global Measurement Tools, and Satisfaction/Exit Forms to the Children’s Services Division Data Unit by the 15<sup>th</sup> of the month following services.

## 2. Other Reports

- a. Social Worker Reports – The Contractor must provide progress reports on any client to the assigned social worker and/or assigned social worker's supervisor as requested.
- b. Quarterly Reports – The Contractor must provide typewritten progress report notes for all counseling clients twelve (12) weeks after services have begun. Notes must be sent to the referring social worker.

## K. FISCAL

## 1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$1,124,461.00. Requirements for each service are listed in Section III. CONTRACTOR RESPONSIBILITIES.

Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service		Maximum CAPIT/ PSSF Amount	Maximum CWS Amount		
<div>Anger Management Groups</div> <ul style="list-style-type: none"><li>One (1) group session, which must meet the following criteria:<ul style="list-style-type: none"><li>Must be two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week, for a maximum of 16 weeks;</li><li>Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li><li>Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li><li>Clients may complete the 16-week program only one time each.</li></ul></li></ul>	<ul style="list-style-type: none"><li>Client name;</li><li>Beginning and ending time of session;</li><li>Date(s) of service;</li><li>Facilitator name; and,</li><li>Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li></ul>	1	# of Clients in group	Prorated Group Amount	\$45,600.00	\$0.00		
			6+	\$150.00				
			5	\$125.00				
			4	\$100.00				
			3	\$75.00				
			2	\$50.00				
				3	# of Clients in group	Prorated Group Amount	\$38,400.00	\$0.00
					6+	\$150.00		
					5	\$125.00		
					4	\$100.00		
					3	\$75.00		
					2	\$50.00		
					1	\$25.00		

Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service		Maximum CAPIT/ PSSF Amount	Maximum CWS Amount
			# of Clients in group	Prorated Group Amount		
Individual/Conjoint/Family Counseling • One (1) counseling session , which must meet the following criteria: o Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist and one client and clients cannot attend more than one session per week; and, o Clients are limited to a maximum of sixteen (16) sessions.	• Client name; • Beginning and ending time of session; • Date(s) of service; • Licensed Clinical Therapist name; • Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment; and, • Written documentation of the County approval for clients receiving counseling for more than 16 sessions.	1		\$70.00	\$247,400.00	\$50,730.00
		3		\$70.00	\$116,544.00	\$24,436.00
Group Counseling • One (1) group session , which must meet the following criteria: o Must be a minimum of ninety (90) minutes of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week; o Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases where as client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and, o Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated. o Clients are limited to a maximum of sixteen (16) sessions.	• Client name; • Beginning and ending time of session; • Date(s) of service; • Facilitator name; • Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment; and, • Written documentation of the County approval for clients receiving counseling for more than 16 sessions.	1	6+	\$150.00	\$14,400.00	\$3,600.00
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
			1	\$25.00		
			6+	\$150.00		
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
			1	\$25.00		
		3			\$0.00	\$0.00
			1	\$25.00		



Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service		Maximum CAPIT/ PSSF Amount	Maximum CWS Amount
			# of Clients in group	Prorated Group Amount		
<b>Domestic Violence Batters Group</b> o One (1) group session, which must meet the following criteria: o Must be a minimum of two (2) hours of group, face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week; o Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases whereas client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and, o Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated; and, o Each client must be enrolled in a fifty-two (52)-week program.	<ul style="list-style-type: none"> <li>• Client name;</li> <li>• Beginning and ending time of session;</li> <li>• Date(s) of service;</li> <li>• Facilitator name; and,</li> <li>• Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	6+	\$175.00	\$0.00	\$0.00
			5	\$145.83		
			4	\$116.67		
			3	\$87.50		
			2	\$58.33		
			1	\$29.17		
		3	# of Clients in group	Prorated Group Amount	\$36,400.00	\$0.00
			6+	\$175.00		
			5	\$145.83		
			4	\$116.67		
			3	\$87.50		
			2	\$58.33		
<b>In-Home Parenting</b> <ul style="list-style-type: none"> <li>• One (1) single visit, which must meet the following criteria:                o Only one (1) visit per client is allowed per day for a maximum of ninety (90) days over the Agreement term; Services may not exceed 84 hours of service per family; and,                Each visit must be a minimum of sixty (60) minutes.</li> </ul>	<ul style="list-style-type: none"> <li>• Client name;</li> <li>• Date(s) of visit;</li> <li>• Beginning and ending time of visit;</li> <li>• Facilitator name; and,</li> <li>• Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	\$225.00		\$22,500.00	\$0.00
		3	\$225.00		\$50,364.00	\$4,386.00

Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service		Maximum CAPIT/ PSSF Amount	Maximum CWS Amount
			# of Clients in group	Prorated Group Amount		
<b>Parenting Education Groups</b> o One (1) group session , which must meet the following criteria: o Must be a minimum of two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients and clients cannot attend more than one session per week for a maximum of 10 weeks; o Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases where as client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and, o Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated. o Clients may complete the 10-week program only one time each.	<ul style="list-style-type: none"> <li>Client name;</li> <li>Beginning and ending time of session;</li> <li>Date(s) of service;</li> <li>Facilitator name; and,</li> <li>Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment</li> </ul>	1	6+	\$150.00	\$49,950.00	\$3,000.00
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
			1	\$25.00		
		3	# of Clients in group	Prorated Group Amount	\$25,725.00	\$6,225.00
			6+	\$150.00		
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
<b>Substance Abuse Individual Outpatient Counseling</b> o One (1) counseling session, which must meet the following criteria: o Must be a minimum of sixty (60) minutes of face-to-face contact between a certified Alcohol and Drug counselor and one clients; o Adult clients shall receive up to two (2) sessions; and, o Juvenile clients (under the age of 18) may not receive more than a maximum of twenty-four (24) counseling sessions.	<ul style="list-style-type: none"> <li>Client name and age;</li> <li>Beginning and ending time of session;</li> <li>Date(s) of service;</li> <li>Certified Drug and Alcohol Counselor; and,</li> <li>Indicate if the client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	\$70.00		\$58,200.00	\$52,455.00
		3	\$75.00		\$18,750.00	\$0.00

Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service		Maximum CAPIT/ PSSF Amount	Maximum CWS Amount
			# of Clients in group	Prorated Group Amount		
<u>Substance Abuse Group Outpatient Counseling</u> <ul style="list-style-type: none"> <li>One (1) counseling session, which must meet the following criteria: <ul style="list-style-type: none"> <li>Must be a minimum of sixty (60) minutes of face-to-face contact between the facilitator and a group of clients and clients may not receive more than one (1) session per day for a maximum of 24 sessions;</li> <li>Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator, except in cases where client(s) are requiring a make-up class; make-up classes are expected to be an exception for clients to complete the program. Exceptions will be reviewed and evaluated on a case-by-case basis by the provider, who will note all justifications for any exceptions 1) on the sign-in sheets; 2) in the case file; and, 3) in the invoice documentation; and,</li> <li>Groups must have a minimum of six (6) clients per group to receive full payment. Groups with less than six (6) clients will be prorated.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Client name;</li> <li>Beginning and ending time of session;</li> <li>Date(s) of service;</li> <li>Facilitator name; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	6+	\$150.00	\$28,000.00	\$72,575.00
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
			1	\$25.00		
		3	# of Clients in group	Prorated Group Amount	\$10,500.00	\$0.00
			6+	\$150.00		
			5	\$125.00		
			4	\$100.00		
			3	\$75.00		
			2	\$50.00		
			1	\$25.00		
<u>Substance Abuse Drug Testing</u> <ul style="list-style-type: none"> <li>One (1) drug test kit</li> </ul>	<ul style="list-style-type: none"> <li>Client name;</li> <li>Test Date; and,</li> <li>If client was referred by the County or was a self-referral (walk-in).</li> </ul>	1	\$25.00	\$0.00	\$0.00	\$0.00
		3	\$25.00	\$3,500.00	\$0.00	\$0.00

Unit of Service	Supporting Documentation	Zone	Billing Cost per Unit of Service	Maximum CAPIT/ PSSF Amount	Maximum CWS Amount
<u>Substance Abuse Medical Detoxification</u> • One (1) client per day for a maximum of 7 days	<ul style="list-style-type: none"> <li>Client name;</li> <li>Date(s) of service;</li> <li>Name of medical physician overseeing detoxification; and indicate if client was referred by the County or was a self-referral (walk-in). CWS funding requires the initial referral form for payment.</li> </ul>	1	\$105.00	\$3,150.00	\$17,168.00
		3	\$105.00	\$2,625.00	\$0.00
<u>Substance Abuse Residential Services</u> • One (1) client per day, for a maximum of 30 days.	<ul style="list-style-type: none"> <li>Client name;</li> <li>Test Date; and,</li> <li>Indicate if client was referred by the County or was a self-referral (walk-in). CWS requires the initial referral form for payment.</li> </ul>	1	\$65.00	\$43,875.00	\$59,378.00
		3	\$65.00	\$14,625.00	\$0.00

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

- a. The Contractor will submit monthly itemized invoices to DPSS for 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.
- b. All completed claims must be submitted on a monthly basis no later than thirty (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.
- c. The Contractor shall submit a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A) for each zone, following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- d. The Contractor must include an itemized summary sheet with each month's billings and supporting documentation.
- e. The Contractor must include an itemized list of each client's first and last name with each month's billing and supporting documentation. CWS funding requires the initial referral for each client in order to receive payment.
- f. The Contractor must maintain the following documents and make them available to the County upon request:
  - (1) Group sign-in sheets with each participant's name, client signature, title of group topic, facilitator's name and signature.
  - (2) Start and end time of each service
  - (3) Clinical notes and other documents as specified in "Section III. Contractor Responsibilities" of this Agreement.
- g. 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 June are due no later than the 30th of July.

## 3. CASH / IN-KIND MATCH

Of the total MRA, \$435,466.50 is funded by CAPIT funding. The Contractor shall provide up to \$43,546.65 as a cash and/or in-kind match to meet the funding source's requirement of a 10% cash and/or in-kind match of total CAPIT funds used. DPSS will inform the Contractor in writing when CAPIT funding is utilized to ensure appropriate match levels. The match is to be reported to the County using DPSS Form 2076B and Instructions (Exhibit A). Any funding from the California Department of Social Services cannot be used as a match.

## 4. FINANCIAL RESOURCES

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

## 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- 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 Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- 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 Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. 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 Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

## 7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the

Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

#### L. 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 Agreement.

##### 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 Agreement, 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. 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 B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Agreement. 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, 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.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Contractor shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the 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 Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. INSURANCE

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

during the term of this Agreement. As respects to the insurance section only, the County herein refers to 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.

(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 as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

(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 Agreement. 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 Agreement 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 Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or 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 Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance 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 Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 7. LICENSES AND PERMITS

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

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

## 8. INDEPENDENT CONTRACTOR

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

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 Agreement. 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 Agreement.

## 9. ASSIGNMENT

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

## 10. PERSONNEL

- 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. 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.

## 11. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subcontractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) 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
- (4) has within a 3-year period preceding this Agreement 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 Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement 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.

## 12. CHILD ABUSE REPORTING

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

## 13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, 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 Agreement 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 Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

## 14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

## 15. 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

#### 16. AGREEMENT 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.

#### IV. GENERAL

##### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2013 to June 30, 2014, with three (3) one-year renewal option(s).

##### B. NOTICES

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

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

VENDOR: Catholic Charities San Bernardino Riverside  
CEO Executive Vice President  
1450 North D St  
San Bernardino, CA 92405

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

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

#### C. AVAILABILITY OF FUNDING

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

#### D. DISPUTES

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

#### E. SANCTIONS

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

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which 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 Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### G. CONSUMER PRICE INDEX

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



#### H. MODIFICATION OF TERMS

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

#### I. 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.

#### J. ENTIRE AGREEMENT

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES

**CONTRACTOR PAYMENT REQUEST**

From: Catholic Charities San Bernardino Riverside  
 Remit to Name  
1450 North D St  
 Address  
San Bernardino CA 92405  
 City State Zip Code  
Catholic Charities San Bernardino Riverside  
 Contractor Name  
CS-02390 (ZONE X)  
 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) \_\_\_\_\_

Account (6) \_\_\_\_\_

Fund (5) \_\_\_\_\_

Dept ID (10) \_\_\_\_\_

Program (5) \_\_\_\_\_

Class (10) \_\_\_\_\_

Project/Grant (15) \_\_\_\_\_

Vendor Code (10) \_\_\_\_\_

Purchase Order # (10) \_\_\_\_\_

Invoice # \_\_\_\_\_

Amount Authorized \_\_\_\_\_

If amount authorized is different from amount request, please explain:

\_\_\_\_\_

\_\_\_\_\_

Program (if applicable) Date

Management Reporting Unit Date

Contracts Administration Unit Date

General Accounting Section Date

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES				
CONTRACTOR EXPENDITURE REPORT (2076B)				
CASH/ IN-KIND MATCH				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		

List each item as outlined in contract budget.

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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## INSTRUCTION FOR 2076A and 2076B

Department of Public Social Services

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B, and the back-up documentation as specified in Section III. "CONTRACTOR RESPONSIBILITIES", subsection I "FISCAL", paragraph 2g." METHOD, TIME and SCHEDULE CONDITIONS OF PAYMENT" of this contract.

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**

Catholic Charities of Riverside San Bernardino  
\_\_\_\_\_  
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

1450 North D St  
San Bernardino, CA 92405

\_\_\_\_\_  
Address of Catholic Charities San Bernardino Riverside

**Geographical Zones**

<b>ZONE 1 Western County</b>		<b>ZONE 3 Desert &amp; Eastern County</b>	
<b>City</b>	<b>Zip Code</b>	<b>City</b>	<b>Zip Code</b>
Colton	92324	Blythe	92225
Corona	92879	Cathedral City	92234
Corona	92880	Cathedral City	92235
Corona	92881	Coachella	92236
Corona	92882	Desert Center/ Eagle Mountain	92239
Elsinore	92530	Desert Hot Springs	92240
Elsinore	92531	Indian Wells	92210
Elsinore	92532	Indio	92201
Homeland	92548	Indio	92202
March AFB	92518	Indio	92203
Mira Loma	91752	Indio Hills/DHS/ Sky Valley	92241
Moreno Valley	92551	La Quinta	92253
Moreno Valley	92552	Mecca/ North Shore	92254
Moreno Valley	92553	Midland	92255
Moreno Valley	92554	Palm Desert	92211
Moreno Valley	92555	Palm Desert	92260
Moreno Valley	92556	Palm Desert	92261
Moreno Valley	92557	Palm Springs	92258
Norco	92860	Palm Springs	92262
Nuevo/Lakeview	92567	Palm Springs	92263
Perris	92570	Palm Springs	92264
Perris	92571	Rancho Mirage	92270
Perris	92572	Ripley	92272
Riverside	92501	Thermal/Oasis/ Salton Sea	92274
Riverside	92502	Thousand Palms	92276
Riverside	92503	Whitewater	92282
Riverside	92504		
Riverside	92505		
Riverside	92506		
Riverside	92507		
Riverside	92508		
Riverside	92509		
Romoland	92585		
Sun City	92586		
Sun City/ Canyon Lake/ Quail Valley	92587		
Wildomar	92595		