

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 GREGORY P. PRIAMOS
 DATE: 9/25/14

Departmental Concurrence

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

138



FROM: Department of Public Social Services

SUBMITTAL DATE:
 July 18, 2014

SUBJECT: Approve the Agreement with Healthy Relationships California for Relationship Development Training and Curriculum for DPSS via the Competitive Bidding Process, With only one Responsive/Responsible Bid Received [DISTRICTS-ALL][total-cost \$195,000][annual-cost \$65,000] [Federal 91.52%; State 8.48%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached one year professional service Agreement # CW-02851 with Healthy Relationships California for \$65,000 annually, which contains the option to renew the Agreement for two additional one-year periods; and
2. 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 compensation provision that do not exceed the annual CPI rates.

Susan von Zabern
 Susan von Zabern
 Director

Purchasing: *M.S.*
 Mark Seiler, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 65,000	\$ 65,000	\$ 195,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Federal Funding: 91.52% State Funding: 8.48%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%					Budget Adjustment: No
					For Fiscal Year: 14-15

C.E.O. RECOMMENDATION:

APPROVE
 BY: *J.L.S.*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | District: All | Agenda Number:

3-24

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement with Healthy Relationships California for Healthy Relationships Education for DPSS via the Competitive Bidding Process, with only one Responsive/Responsible Bid Received [DISTRICTS-ALL][total-cost \$195,000][annual-cost \$65,000] [Federal 91.52%; State 8.48%]

DATE: July 18, 2014

PAGE: Page 2 of 3

BACKGROUND:

In California, the CalWORKs (CW) program was implemented in January 1998 to meet requirements of the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and the Temporary Assistance to Needy Families (TANF) program. The CW Welfare-to-Work (WTW) program is administered by DPSS' Self-Sufficiency Division and offers employment services including work readiness and job preparation activities, training, and other supports to assist participants in becoming competitive in the labor market. Working customers, with support from the program, will earn enough, or consistently progress toward enough earnings, to be considered self-sufficient and leave the program.

Effective communication and interpersonal skills are among the most frequently described qualities employers state they are looking for in prospective employees. Additionally, difficult home relationships often result in poor work attendance, which can undermine customers' efforts to retain employment. With this in mind, the Department sought to obtain relevant, evidence-based relationship education curriculum and training materials to enhance customer employability and increase job retention.

This agreement with HRC will provide the curriculum, train-the-trainer courses, and participant course materials that will enable WTW staff to deliver high quality and consistent relationship education classes for our WTW customers. The curriculum will address both employment-based and personal relationships. The addition of relationship education courses is expected to both improve customers' employability and reduce personal barriers to successful employment.

Impact on Residents and Businesses

This program will provide much needed assistance to individuals or families who participate in the CalWORKs WTW Program.

SUPPLEMENTAL:

Additional Fiscal Information

Department of Social Services: Federal Funds: 91.52%, State Funds 8.48%.

Contract History and Price Reasonableness

On February 24, 2014, County Purchasing released a Request for Quotes DPARC-330 on the Public Purchase website and emails were sent to 247 potential bidders, soliciting bids from qualified vendors to provide a relationships development training and curriculum to supplement and support the CalWORKs WTW Program. DPSS received four quotes, which included; Healthy Relationships California, The Soyemi Group, Young Eye Consulting, and Smooth Transitions Inc.

The quotes were reviewed by personnel from Purchasing and DPSS, and out of the four responses submitted, Healthy Relationships California, was selected as the most responsive/responsible vendor. Smooth Transitions Inc., and Young Eye Consulting, were deemed non-responsive, due to no similar experience. The Soyemi Group was deemed non-responsive because they did not provide the requirements of the scope of service outlined in the RFQ.

Healthy Relationships California (HRC) is a non-profit organization that has been providing skills-based Relationship Education programs since 2005 when the organization received a five-year grant provided by the U.S. Department of Health and Human Services - Administration for Children and Families. In 2011, HRC was awarded a three-year Community-Centered Healthy Marriage and Relationships grant to expand services into low-income populations by providing relationship skills programs as well as job/career services in partnership

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement with Healthy Relationships California for Healthy Relationships Education for DPSS via the Competitive Bidding Process, with only one Responsive/Responsible Bid Received [DISTRICTS-ALL][total-cost \$195,000][annual-cost \$65,000] [Federal 91.52%; State 8.48%]
DATE: July 18, 2014
PAGE: Page 3 of 3

with One-Stop Career Centers around the state. HCR has recently created a modified version of their curriculum to incorporate activities and examples that emphasize workplace and business relationships.

Therefore, at this time, it is being requested that the Board execute the attached Agreement CW-02851 with Healthy Relationships California to provide the relationships development training and curriculum.

SvZ:kr

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

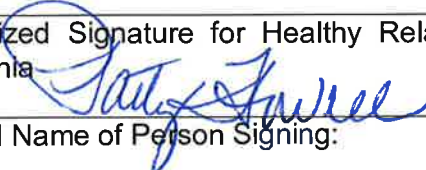
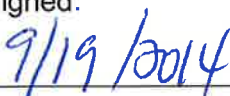
AGREEMENT: CW-02851
CONTRACTOR: Healthy Relationships California
EFFECTIVE Upon Execution - June 30, 2015
MAXIMUM REIMBURSABLE AMOUNT: \$65,000.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Relationship Development Training and Curriculum;

WHEREAS, Healthy Relationships California (hereinafter referred to as the "Contractor") is qualified to provide Relationship Development Training and Curriculum;

WHEREAS, DPSS desires Healthy Relationships California, 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 Healthy Relationships California 
Printed Name of Person Signing: Mark Whitesell	Printed Name of Person Signing: Patty Howell
Title: Procurement Contract Specialist	Title: President
Address: 10281 Kidd St. Riverside, CA 92503	Address: 1045 Passiflora Avenue Leucadia, CA 92024
Date Signed:	Date Signed: 

FORM APPROVED COUNTY COUNSEL
 BY:  PAUL J EARLY  9/22/14 DATE

TABLE OF CONTENTS

- I. DEFINITIONS3
- II. DPSS RESPONSIBILITIES3
- III. CONTRACTOR RESPONSIBILITIES3
 - A. SCOPE OF SERVICE3
 - B. FISCAL4
 - 1. MAXIMUM REIMBURSABLE AMOUNT4
 - 2. UNIT OF SERVICE COST RATE5
 - 3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT5
 - 4. FINANCIAL RESOURCES6
 - 5. RECORDS, INSPECTIONS AND AUDITS6
 - 6. SUPPLANTATION7
 - 7. DISALLOWANCE7
 - 8. CLIENT FEES7
 - C. ADMINISTRATIVE7
 - 1. CONFLICT OF INTEREST7
 - 2. CONFIDENTIALITY7
 - 3. HOLD HARMLESS/INDEMNIFICATION8
 - 4. INSURANCE9
 - 5. INDEPENDENT CONTRACTOR11
 - 6. ASSIGNMENT11
 - 7. SUBCONTRACT FOR SERVICES11
 - 8. DEBARMENT AND SUSPENSION12
 - 9. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES12
 - 10. EMPLOYMENT PRACTICES12
 - 11. EQUAL EMPLOYMENT OPPORTUNITY13
 - 12. CLIENT CIVIL RIGHTS COMPLIANCE13
 - 13. PROCEDURE TO RESOLVE CLIENT GRIEVANCE14
- IV. GENERAL14
 - A. EFFECTIVE PERIOD14
 - B. NOTICES14
 - C. AVAILABILITY OF FUNDING15
 - D. DISPUTES15
 - E. SANCTIONS15
 - F. GOVERNING LAW15
 - G. MODIFICATION OF TERMS16
 - H. TERMINATION16
 - I. ENTIRE AGREEMENT16

List of Exhibits

Exhibit A- DPSS 2076A, DPSS 2076B & Instructions

Exhibit B- Assurance of compliance

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Healthy Relationships California and its employees, agents and representatives providing services under this Agreement.
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "HRC" refers to Healthy Relationships California.
- D. "Instructor Candidate" refers to the DPSS staff member who will be trained to facilitate and teach the relationships development curriculum to DPSS clients.
- E. "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.
- F. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Provide space needed for training of DPSS staff.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Contractor and DPSS.
- 2. Provide the World Class Relationships for Work and Home (WCR-WH) curriculum to County staff, which at minimum addresses the following subjects and subject content:
 - a. Setting Goals- Understanding the importance of setting goals for life direction and the differences between 'common goals' and 'agreed-upon goals'.
 - b. Understanding and Changing behaviors- How to influence others by obtaining cooperation without blame.
 - c. Listening skills- How to actively listen making it easier for others to share information and develop a sense of mutual respect.
 - d. Difficult Topics- How to handle situations when emotional stakes are high and defensiveness is easily aroused.



- e. Resolving Conflicts and Disagreements- How to arrive at a resolution that meets the needs of both parties.
 - f. Relationship Pitfalls- How to avoid use of retaliatory behaviors and ambiguous and//or ironic forms of communication.
 - g. Maintaining Relationships- How to nurture established relationships
3. Provide 30 CD's containing theWCR-WH curriculum using Microsoft PowerPoint.
 4. Provide train-the-facilitator training for up to thirty (30) Riverside County staff, on the WCR-WH curriculum. This training shall be at least 32 hours in length, and will include 30 sets of the course materials and 30 guide books for each facilitator to use and practice teaching the curriculum. Training shall encompass the following:
 - a. A 16-hour WCR-WH class, during which Instructor candidates will progress the material in the same manner and at the same pace as would any program participant.
 - b. A 16-hour train-the-facilitator, during which Instructor candidates will be familiarized with the WCR_WH Instructor Guide and introduced to all collateral materials. Additionally, Instructor candidates will: participate in intensive practice of the core communication skills; practice teach one section of the curriculum; and receive feedback from the HRC trainers as well as their fellow participants.
 - c. Certification and authorization by the authors of WCR-WH to teach the curriculum.
 - d. Provide instructor guides that cover the WCR-WH curriculum based on the Andragogy adult learning principles below:
 - be realistic and relevant to content of training
 - address all learning styles, Visual, Auditory, Kinesthetic or Tactile
 - allow the participants to apply what they have learned through curriculum exercises
 - allow the participants to utilize and build on their own skills and experiences
 - assist the participants with realizing his/her goals of employment
 - adults are internally motivated and self-directed
 - adults bring life experiences and knowledge to learning experiences
 - adults are goal oriented
 - adults are practical
 - adult learners like to be respected
 - e. Provide a skills booklet that provides the participant with additional help with applying the lessons learned outside the classroom.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$65,000.00.

2. UNIT OF SERVICE COST RATE

Item	Unit Cost	Maximum Amount
One (1) copy of the course materials/ curriculum as outlined in III. Contractors Responsibilities A. Scope of Service, section 2.	\$ 24.95	\$24.95
One Hundred (100) copies of the course materials/ curriculum as outlined in III. Contractors Responsibilities A. Scope of Service, section 2.	\$ 2,495.00	\$2,495.00
Five Hundred (500) copies of the course materials/ curriculum as outlined in III. Contractors Responsibilities A. Scope of Service, section 2.	\$ 8,750.00	\$8,750.00
One Thousand (1,000) copies of the course materials/ curriculum as outlined in III. Contractors Responsibilities A. Scope of Service, section 2.	\$15,000.00	\$15,000.00
Training for thirty (30) County Staff members, on the relationship development curriculum as outlined in III. Contractors Responsibilities A. Scope of Service, sections 3 & 4.	\$38,712.40	\$38,712.40

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. Contractor must submit a copy of the sign in sheet of the DPSS employees who receive training. Contractors must also submit a copy breakdown of materials ordered, when submitting an invoice. If the required supporting documentation is 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 DPSS Forms 2076A, 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. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice for May actual and June estimate are due the first Friday in June. Actual Contractor invoices for June are due no later than the 30th of July.



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 A-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.

8. CLIENT FEES

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

C. 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. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives 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 choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 County herein from third party claims.

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



4. 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 coverage's 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 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 as additional Insured.

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 Country'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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this 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 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.



5. 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.

6. 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.

7. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subContractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this 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;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this 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.

8. 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.

9. COMPLIANCE WITH RULES, REGULATIONS 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.

10. 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 Agreement 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.



11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. 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. 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.

13. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

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

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective upon execution to June 30, 2015, with 2 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

CONTRACTOR: Healthy Relationships California
1045 Passiflora Avenue
Leucadia, 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. 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.

H. TERMINATION

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

I. ENTIRE 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

Exhibit Number: A

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

From: Healthy Relationships California
Remit to Name
17332 Irvine Blvd., Suite 13
5753-G Santa Ana Canyon Road, Suite 615
Address
Anaheim, CA 92024 TUSTIN, CA 92780
City State Zip Code
Healthy Relationships California
Contractor Name
CW-02851
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST**"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). Original Signature needed for payment.

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



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

Healthy Relationships California
NAME OF ORGANIZATION

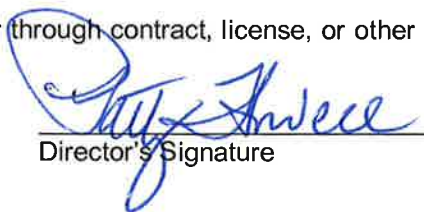
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

9/19/2014
Date
1045 Casafutura Ave.
Leucadia, CA 92024
Address of Vendor/Recipient


Director's Signature

(08/13/01)

CR50-Vendor Assurance of Compliance

