

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 10/7/14

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

819



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**  
 September 25, 2014

**SUBJECT:** Approve the Agreement with Smooth Transition Inc. for Adult Education Services, one year with the option to renew the Agreement for two additional one-year periods, for DPSS via the Competitive Bidding Process [districts-all]; [total cost-\$1,200,000] [annual-cost \$400,000] [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-02852 with Smooth Transition Inc. for \$ 400,000 annually, which contains the option to renew the Agreement for two (2) 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.

*Patricia Reynolds*  
 Patricia Reynolds  
 Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 400,000	\$ 400,000	\$ 1,200,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$	
<b>SOURCE OF FUNDS:</b> 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: *Jennifer L. Sargent*  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Purchasing: *Mark Seiler*  
 Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: \_\_\_\_\_ District: All Agenda Number: \_\_\_\_\_

3-26

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

**FORM 11:** Approve the Agreement with Smooth Transitions for Adult Education Services, one year with the option to renew the agreement for two additional one-year periods, for DPSS via the Competitive Bidding Process [districts-all]; [total cost-\$1,200,000] [annual-cost \$400,000] [ Federal Funds 91.52%, State Funds 8.48%]

**DATE:** September 25, 2014

**PAGE:** Page 2 of 3

### **BACKGROUND:**

#### **Summary**

The Department of Public Social Services (DPSS) primary objective of its CalWORKs Welfare to Work Program (WTW) is to foster family well-being and enhance employability by engaging the WTW participant in preparatory activities leading to employment. 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.

Since September 25, 2001, the Board has authorized DPSS to enter into agreements with accredited entities to provide adult education classes to help CalWORKs clients gain self-sufficiency through employment. These classes include:

- Vocational and Adult Basic Education (ABE)
- GE-Prep
- High School Diploma
- English-as-a-second Language (ESL) skills training

In 2012, due to the lack of adult education services available in the Desert Hot Springs and Cathedral City areas of the county, the Department entered into an agreement with Smooth Transition to offer GED services for WTW customers. Since that time the results have been remarkable, with the rate of customers obtaining their GED dramatically outpacing results by other service providers in the County. A data comparison completed in 2012 showed that 44% of customers who participated in GED classes with Smooth Transition received a GED, compared to only 14% of all customers who participated in any GED class. Smooth Transition continues to have higher than average completion rates, pass rates, and post-GED employment rates. In addition, analysis of fiscal claiming data showed the cost per GED certificate completion to be lower for Smooth Transition than for other adult education providers.

Smooth Transition has a service delivery model that is customized for our customers with small classes that service only WTW customers and involve substantial individual attention and one-on-one follow up. This is in contrast to more traditional educational models provided by our other adult education contracts.

Based on the positive results for Smooth Transition as well as the lower per customer cost, the Department decided to explore the possibility of offering a similar model of delivering adult education classes in a more urban area of the county to see if the results could be replicated. In addition, the RFP was intentionally broad to include all areas of the county as well as expanding to include Adult Basic Education (ABE) and English as a Second Language (ESL). This was done to allow the option of providing adult education services in areas of the county currently lacking those services as well as to fill an identified gap in ABE and ESL services in the Desert Hot Springs/Cathedral City area.

Based on an assessment of current services and gaps, as well as the available funding, we decided to:

- Expand services in Desert Hot Springs/Cathedral City to include ABE, ESL, and GED
- Offer ABE, ESL, and GED in Perris to test the model in a more heavily populated area, and
- Add services in Blythe as there are currently no adult education services available.

The Department will be evaluating the outcomes for these additional services and may consider future expansion to other areas of the county.

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

**FORM 11:** Approve the Agreement with Smooth Transitions for Adult Education Services, one year with the option to renew the agreement for two additional one-year periods, for DPSS via the Competitive Bidding Process [districts-all]; [total cost-\$1,200,000] [annual-cost \$400,000] [ Federal Funds 91.52%, State Funds 8.48%]

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**Impact on Residents and Businesses**

These classes provide much needed assistance to individuals or families who participate in the CalWORKs Program. In addition, Smooth Transition has a high rate of post-GED employment for customers who complete the program, which is beneficial both to the customers as well as to local businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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

**Contract History and Price Reasonableness**

On February 4, 2014, Purchasing released a Request for Quotes DPARC-324 on the Public Purchase website and emails were sent to 268 potential bidders, soliciting bids from qualified agencies that could provide adult education services. DPSS received two quotes, which included; Smooth Transition Inc. and Lake Elsinore Unified School District.

The proposals were reviewed by staff from County Purchasing and DPSS and out of the two bids submitted, Smooth Transition Inc. was selected as the most responsible/responsible bidder. Lake Elsinore Unified School District was not awarded the bid because they currently have a contract in place with DPSS to provide adult education services.

Therefore at this time, it is being requested that the Board execute the attached Agreement #AA-02852 (\$400,000) with Smooth Transition Inc. to provide Adult Education Services.

SvZ:kr

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

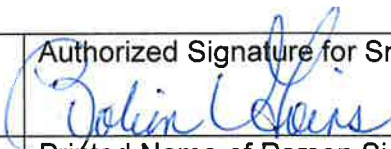

**AGREEMENT:** CW-02852  
**CONTRACTOR:** Smooth Transition Inc.  
**EFFECTIVE** Upon Execution - June 30, 2015  
**MAXIMUM REIMBURSABLE AMOUNT:** \$400,000.00

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Adult Education Services;

WHEREAS, Smooth Transition Inc (hereinafter referred to as the "Contractor") is qualified to provide Adult Education Services;

WHEREAS, DPSS desires Smooth Transition Inc, 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 Smooth Transition Inc 
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Robin Goins
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 10281 Kidd St. Riverside, CA 92503	Address: 6833 Indiana Ave #203 Riverside, CA 92506
Date Signed:	Date Signed: 



**FORM APPROVED COUNTY COUNSEL**  
 BY:  **PAUL J EARLY**  
 DATE:  **10/1/14**

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List of Exhibits

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

Exhibit B- ASSURANCE OF COMPLIANCE

Exhibit C- C-IV Plan 109 CIV

Exhibit D- Weekly Attendance Log

Exhibit E- Student Grade and Progress Report

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "CASAS" refers to the Comprehensive Adult Student Assessment Systems. This test is used to assess adult basic reading, math, listening, writing, and speaking skills.
- B. "Contractor" refers to Smooth Transition Inc and its employees, agents and representatives providing services under this Agreement.
- C. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- D. "GED" refers to the general education development diploma.
- E. "Participant" refers to a DPSS-referred person eligible for adult education services.
- F. "Steck-Vaughn" refers to an online site for the GED practice test.
- G. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- H. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- I. "Virtual classroom" refers to an online classroom that allows participants to communicate, view presentations, interact with learning resources and in work groups.

## II. OBJECTIVES

The goal of the GED, ABE, and ESL courses are to provide CalWORKs Welfare-to-Work (WTW) participants with the following as a means towards gainful employment and self-sufficiency:

- Assistance in passing the online version of the GED diploma equivalency test (GED courses).
- Provide test preparation and mentorship towards obtaining a GED certificate (ABE courses).
- Provide participants with satisfactory language proficiency in order to pass the GED test (ESL courses).

Eligible participants are persons 19 years of age or older, have not received a high school diploma or equivalency diploma, receive assistance from DPSS, do not have English as their primary language (for ESL courses) and have a written referral from their DPSS case manager.

## III. 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. Administer an initial CASAS Test to participants to assess student readiness prior to being placed in a class.
- D. Refer eligible participants to the GED, ABE, or ESL program and address any attendance or behavior issues.
- E. If available, provide a class room and computer and computer lab in the DPSS Perris and Blythe offices.
- F. Provide a secure location for participant files and course materials.

#### IV. CONTRACTOR RESPONSIBILITIES

##### A. SCOPE OF SERVICE

Contractor Shall:

1. Assign staff to be a liaison between Smooth Transition Inc. and DPSS.
2. Possess accreditation from the Western Association of Schools and Colleges (WASC) and maintain good standing with WASC for the term of the contract.
3. Accept participants referred from DPSS and complete the student enrollment process by filling out the C-IV Plan 109 CIV form, attached hereto as Exhibit C.
4. Provide classroom instruction, lesson-planning, one-on-one tutoring outside of class for struggling and late-enrolled participants, and ongoing formative, pre- and post-program assessments.
5. Provide classes in a DPSS district office. In the event space is not available, Contractor is responsible for securing a location with a computer lab within the proposed service area where instruction would occur.
6. Provide participants with any necessary class materials, including any workbooks used, pencils, pens and paper.
7. Track participant progress so instructor can work with each participant individually, as well as with the entire class, to review course content areas where students may need additional help.
8. Dis-enroll any participant for habitual irregular attendance (2 consecutive weeks), after receiving approval from the DPSS Case Manager.
9. Refer all participants back to the referring DPSS Case Manager upon completion of their education services component.
10. Provide completion comments on the DPSS referral form (Exhibit C) at the end of the term and fax the form to the referring DPSS Case Manager.

11. Smooth Transition Inc. shall provide General Education Development (GED) preparation services to eligible participants, as follows:
- a. Provide ten (10) hours per week of GED Prep classes for twelve (12) week terms, and provide these classes at least four (4) terms per year including during the summer months of June, July and August. Each GED class will have no more than 25 students enrolled each term. Open enrollment where new referrals are accepted will span the first three weeks of each new term.
  - b. Provide one-on-one and group training to participants in a classroom setting to prepare participants to pass the GED exam.
  - c. Provide virtual online classroom in compliance with GED provisions, utilizing contractor-provided computer labs.
  - d. Provide the GED exam practice test using the Steck-Vaughn official GED Practice Test, which provides an online site for participants to practice from home or the computer lab at <http://steckvaughnadult.hmhco.com/en/gedpractice.htm>.
  - e. Establish access for a DPSS client to a GED testing provider, if contractor is not currently an approved testing site.
  - f. Provide proof in writing to DPSS Case Manager of participant passing the GED test.
  - g. Outcomes for GED -- Participants will be prepared to take and pass the online version of the GED diploma equivalency test.
12. Smooth Transition Inc. shall provide Adult Basic Education (ABE) services to eligible participants, as follows:
- a. Provide ten (10) hours per week of ABE classes for twelve (12) week terms, and provide these classes at least four (4) terms per year including during the summer months of June, July and August. Each ABE class will have no more than 25 participants enrolled each term. Open enrollment where new referrals are accepted will span the first three weeks of each new term.
  - b. Provide General Education Development (GED) preparation remedial instruction by providing one-on-one and group training to eligible Riverside County DPSS Welfare-to-Work participants in a classroom setting to assist students in obtaining the basic literacy and numeracy gains as a means to transition into the GED preparation program. Classes will be a combination of self-paced and instructor-led instruction focusing on remedial Math and Reading.
  - c. Evaluate participant progress by offering participants a pre-test before they begin their 12-week class session then retest them at the end of the 12-week class session to determine progress and readiness to transition from the ABE class to the GED preparation class. Participants may be re-enrolled into another 12-week ABE class session if they are not ready to progress into the next phase and upon approval from DPSS staff.
  - d. Outcomes for ABE – Math: Participants will obtain a minimum raw score of 18 on the CASAS math section, the minimum required to transfer into the GED preparation course. Participants will understand and demonstrate basic



mathematical skills such as addition, subtraction, multiplication, division, fractions, percent, decimals, as well as a basic introduction to algebra, geometry and statistics.

- e. Outcomes for ABE – Reading and Writing: Participants will obtain a minimum raw score of 18 on the CASAS reading and writing section, the minimum required to transfer into the GED preparation course. Participants will understand how to read English fluently and able to read and explore required writing styles, including non-fiction, fiction, business English (i.e., correspondence, manuals, rules and regulations), poetry and drama. Participants will be able to apply their knowledge of English and grammar well enough to be entered into the GED preparation program which requires students to have the ability to correct and revise writing samples provided in the test questions as well as write a five paragraph essay.

13. Smooth Transition Inc. shall provide English as a Second Language (ESL) services to eligible participants, as follows:

- a. Provide ten (10) hours per week of classes of ESL services for twelve (12) week terms, and provide these classes at least four (4) terms per year including during the summer months of June, July and August. Each ESL class will have no more than 25 students enrolled each term. Open enrollment where new referrals are accepted will span the first three weeks of each new term.
- b. Screen referred participants using a DPSS pre-approved ESL pre-test assessment on literacy, numeracy and speaking skills in order to identify the needs to be addressed and in preparation for proper placement into the program.
- c. Outcomes for ESL- Upon completion of the program, participants will be able to correctly perform the following tasks including, but not limited to:
- Introduce themselves
  - Describe present events and actions
  - Understand and speak in the present tense and in the present continuous tense
  - Read a shopping directory, schedule of classes and bus schedule
  - Fill out a registration form and job application
  - Respond to interview questions
  - Identify career goals
  - Read an appointment book and calendar
  - Describe future events
  - Report a crime
  - Use time expressions
  - Use descriptive adjectives
  - Describe past actions and future events
  - Correctly use common irregular verbs
  - Understand written directions
  - Make a medical appointment, describe medical problems and fill out medical forms
  - Read and understand road signs
  - Use adverbs and prepositional phrases

**B. STAFF REQUIREMENTS**

1. Instructors providing direct services under this contract shall hold a Single Subject or Multiple Subject teaching credential from the State of California and have passed a Department of Justice background check prior to instructing any students.
2. Contractor shall provide a substitute Single Subject or Multiple Subject teaching credentialed instructor if the primary instructor is not available for any reason.

**C. REPORTING**

The Contractor shall:

1. Contractor will submit the following reports at the prescribed intervals using the participants identified case number and include data elements to be defined:
  - a. Participant attendance and progress to DPSS staff on a weekly basis utilizing **Exhibit D** "Weekly Student Attendance Log" or a form agreed upon by the contractor and DPSS.
  - b. Final grades and progress information for each participant at the end of each term **Exhibit E** or form agreed upon by contractor and DPSS.

**D. FISCAL****1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment under this Agreement shall not exceed \$400,000.00.

**2. UNIT OF SERVICE COST RATE**

<b>Service</b>	<b>Unit Cost</b>	<b>Participants per Year</b>	<b>Maximum Amount</b>
12-week ABE Course inclusive of all cost associated with performing this course	\$ 938.64 (\$312.88 every 4 weeks)	100	\$93,864.00
12-week ESL Course inclusive of all cost associated with performing this course	\$ 938.64 (\$312.88 every 4 weeks)	100	\$93,864.00
12-week GED Course inclusive of all cost associated with performing this course	\$ 974.64 (\$324.88 every 4 weeks)	130	\$126,703.20
GED testing fee	\$ 150.00	330	\$49,500.00
Participant passing GED test	\$ 45.00	330	\$14,850.00
Facility rental/lease (Perris, Cathedral City, Blythe)	\$ 1,500.00		\$18,000.00
<b>Total</b>			\$396,781.20

**3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT**

- a. The Contractor will be paid in four (4) week intervals based on the amount of participants enrolled and the specific course. Contractor will be paid the actual

amount of each four (4) week interval. GED Testing fee will be paid upon a participant completing the GED. Participant passing GED test amount will be paid upon a participant passing the GED. Facility rental/lease amount shall be paid upon monthly supporting documentation. Contractor shall be paid the actual amount of each monthly lease/rental agreement amount. Contractor must provide a copy of the following: weekly Attendance logs with hours and dates attended, C-IV Plan 109, GED test scores with test dates, participants' progress report at the end of the 12 week session, and facility rental/ lease. 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.

## E. 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 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 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. 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.

#### 6. 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.



## 7. 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.

## 8. PERSONNEL

### a. 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.

## 9. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

### 13. 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).

### 14. FAIR LABOR STANDARDS ACT

- a. The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

- (1.) An increased or decreased wage determination applied to this Agreement by operation of law;

- (2.) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;

- (3.) Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;

- b. The Contractor shall notify the DPSS Contracts Administration unit of any:

- (1.) Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration unit in writing; and/or

- (2.) Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the Agreement hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

### 15. 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.

#### 16. 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.

#### 17. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to the County 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.

#### 18. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

#### 19. CERTIFICATION REGARDING LOBBYING

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

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

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

## 20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

## V. 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: Smooth Transition Inc. Inc  
Executive Director  
6833 Indiana Ave #203  
Riverside, CA 92506

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: Smooth Transition Inc  
Remit to Name  
6833 Indiana Ave #203  
Address  
Riverside CA 92506  
City State Zip Code  
Smooth Transition Inc  
Contractor Name  
CW-02852  
Contract Number

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

Select Payment Type(s) Below:

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

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

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

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

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

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

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

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	--------------------------	--------------------------------------	-------------------------	----------------------------

List each item as outlined in contract budget.

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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

## 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**

Smooth Transitions  
NAME OF ORGANIZATION

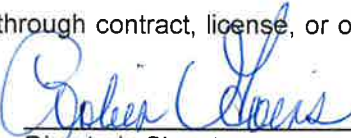
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans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

10/2/14  
Date  
6700 Indiana Ave #170  
Riverside, CA 92507  
Address of Vendor/Recipient

  
Director's Signature

(08/13/01)

CR50-Vendor Assurance of Compliance

County of Riverside - Administrative Service

Phone: (951) 358-3

Worker Name: \_\_\_\_\_  
 Worker ID: \_\_\_\_\_  
 Worker Phone Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Case Name: \_\_\_\_\_  
 Case Number: \_\_\_\_\_

Referral To Activity

Customer Information

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

Enroll participant in the following activity.  Remove participant from the following activity.

Activity Name: \_\_\_\_\_ Activity Number: \_\_\_\_\_  
 Days Per Week: \_\_\_\_\_ Hours: From \_\_\_\_\_ To \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Expected End Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Provider Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

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



