

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

501



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
May 18, 2010

SUBJECT: APPROVAL OF FY 10/11 PROFESSIONAL SERVICES AGREEMENT #AA-01607 WITH VOLUNTEER CENTER OF RIVERSIDE COUNTY TO PROVIDE 2-1-1 SERVICES FOR DPSS

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and execute the one year professional services agreement with Volunteer Center of Riverside County for \$70,000 annually, which contains an 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 the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed a maximum reimbursable rate of \$70,000; and
3. Authorize the Director of DPSS to administer the Agreement with Volunteer Center of Riverside County.

Patricia Reynolds

Patricia Reynolds, Assistant Director

(CONTINUED – 2 PAGES IN TOTAL)

FINANCIAL DATA	Current F.Y. Total Cost:	\$70,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 4,277	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 4,277	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Federal – 54.23%, State – 33.80%, County- 5.72%, Realignment – 5.65%, Other – 0.60%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 20, 2010
 xc: DPSS, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 6/9/09 (#3.37); 6/17/08 (#3.31); 11/21/06 (#3.17)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.56

Mark Seiler, Assistant Director, County Purchasing Department
 Larisa R.-McKenna, County Counsel
 Policy / Consent
 Policy / Consent
 Dep't Recomm.: / Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: 05/18/10

Page: 2

SUBJECT: Agreement #AA-01607 FY 10/11 – Volunteer Center of Riverside County for 2-1-1 Information and Referral Services

BACKGROUND:

2-1-1 Riverside County was launched by the Volunteer Center of Riverside County on July 1, 2005 to link people with the information about community resources to meet their health and human service needs. The California Public Utilities commission ruled in August 2004, that the Volunteer Center of Riverside County was designated as the sole 2-1-1 provider for this county.

On November 21, 2006 (Agenda #3.17), the Board of Supervisors authorized DPSS to enter into contract with Volunteer Center of Riverside County, without competition, to provide 211 Information and Referral Services for a two year period. Each fiscal year thereafter, your honorable Board has approved agreements without competition due to the unique nature of the service (6/9/09, Agenda #3.37; 6/17/08, Agenda #3.31).

DPSS has contracted with the Volunteer Center for the past four years, and wishes to continue its support of the Volunteer Center of Riverside County for FY 10/11. A comprehensive 2-1-1 service provides information and referral about all types of community services and resources, spanning all demographic groups within the geographic area being served. 2-1-1 continues to link the residents of Riverside County with the power to find solutions and get help.

Reports from the Volunteer Center indicate that 2-1-1 referrals to DPSS for services, continues to be in the top three referrals made. In addition, DPSS continually refers clients to 2-1-1 for linkage of DPSS clients to various resources such as housing, nutrition, healthcare services and other supportive services.

Through this continuation of support, the Volunteer Center of Riverside County will provide useful client level statistical information to all DPSS supported programs.

FINANCIAL DATA:

This Agreement shall allocate \$70,000 for the period of July 1, 2010 through June 30, 2011 with two (2) one-year renewal options.

FY 10/11 Source of Funds: Federal –54.23%, State – 33.80%, County- 5.72%, Realignment – 5.65%, Other – 0.60%

CONCUR/EXECUTE – County Purchasing

Date: March 9, 2010
From: Patricia Reynolds, Assistant Director
Department: Department of Public Social Services
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for Sole Source Procurement

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

Supply/Service being requested:

FY 10/11 – Renewal of 211 Information and Referral Services Agreement. 211 is a three digit easy to remember number that was designated by the Federal Communications Commission to facilitate connection with the local health and human service information providers. Current 211 Agreement expires June 30, 2010.

Supplier being requested:

Volunteer Center of Riverside County

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

NONE. The California Public Utilities commission ruled in August 2004, that the Volunteer Center of Riverside County was designated as the sole 211 provider for Riverside County.

Extent of market research conducted:

211 Riverside County was launched by the Volunteer Center of Riverside County on July 1, 2005 to link people with the information about community resources to meet their health and human service needs.

This service provides information and referrals about all types of community services and resources, spanning all demographic groups within the geographic area being served. In FY 09/10, the Volunteer Center replaced Interface Children Family Services (Ventura County 211 provider) with the Inland Empire United Way (San Bernardino County 211 provider) as their after-hours 211 coverage provider (weekends, holidays, and weekdays after 5 pm).

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

The Volunteer Center maintains a comprehensive web-based database of over 800 agencies and 2200 community programs to help 211 specialists respond to callers' needs quickly and efficiently.

Advanced technology allows the Volunteer Center 211 specialists to document the details of each call, link callers to vital services, and escalate high risk calls immediately by electronic notification of supervisors.

The Volunteer Center produces statistical reports and supplies data to DPSS supported programs upon request. The Volunteer Center provides DPSS with quarterly reports demonstrating call volume, trends, caller needs and referrals that offer DPSS Managers great insight into the need for services across the County.

Reasons why my department requires these unique features and what benefit will accrue to the county:

DPSS has contracted with the Volunteer Center for the past four years, and wishes to continue its support during FY 10/11. The Board of Supervisors approved agreement # AA 3175-00 for FY 09/10 without competition on June 9, 2009 (Agenda Item # 3.37). The original agreement was approved by the Board for a two year period of July 1, 2006 through June 30, 2008 on November 21, 2006 (Agenda Item # 3.17). The FY 10/11 agreement requires board approval, as there are no renewal options for the current agreement which expires June 30, 2010.

The renewal of this agreement without competition will ensure that 211 continues to connect DPSS clients to various resources. Through this continuation of support, the Volunteer Center of Riverside County will continue to provide client level statistical information to all DPSS supported programs.

Price Reasonableness:

DPSS has contracted with the Volunteer Center since FY 06/07. The FY 10/11 Maximum Reimbursable Amount of \$70,000 remains unchanged from previous funding levels of Fiscal Years 06/07, 07/08, 08/09, and 09/10. Several funding sources contributed to the successful development and launch of 211, including First Five Riverside, United Way, County of Riverside CDBG funds, the cities of Riverside County, Bank of America, the Weingart Foundation, Desert Healthcare District, and the Community Foundation Serving Riverside and San Bernardino Counties. The Riverside County Executive Office continues to work with departments that fund 211 services to ensure a coordinated effort.

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

No, moving forward with this sole source procurement would not further obligate the County to future contractual arrangements; however, it is being requested that DPSS contract with Volunteer Center of Riverside County [July 1, 2010 through June 30, 2011], with two [2] one-year renewal options.

Patricia Reynolds
Department Head Signature

3-9-10
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]
Purchasing Agent

3/24/10
Date

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

SERVICES CONTRACT: AA-01607
CONTRACTOR: Volunteer Center of Riverside County
CONTRACT TERM: July 1, 2010 - June 30, 2011
MAXIMUM REIMBURSABLE AMOUNT: \$70,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide 211 Information and Referral Services;

WHEREAS, Volunteer Center of Riverside County is qualified to provide 211 Information and Referral Services;

WHEREAS, DPSS desires Volunteer Center of Riverside County, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for Volunteer Center of Riverside County
 Printed Name of Person Signing: Marion Ashley	 Printed Name of Person Signing: Roberta Neff
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 2060 University Ave Suite 212 Riverside, CA 92507-5376
Date Signed: APR 20 2010	Date Signed: 05.06.10

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY


FORM APPROVED COUNTY COUNSEL
BY: 
LARISA R-MCKENNA DATE 5/23/10
APR 20 2010 3.56

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "211" refers to a three-digit easy to remember number that was designated by the Federal Communications Commission to facilitate connection with the local health and human services information provider.
- B. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- C. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Volunteer Center of Riverside County.
- B. DPSS may monitor the performance of the Volunteer Center of Riverside County in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Provide approval of any subcontractor providing 211 related services, and maintain a current copy of the executed agreement between Volunteer Center of Riverside County and the subcontractor.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Volunteer Center of Riverside County and DPSS.
- 2. Provide free telephone access for 211 to Riverside County callers twenty-four (24) hours each day for seven (7) days a week.
- 3. Provide trained 211 Specialists. Training shall include recognizing and reporting child abuse.
- 4. Provide crisis intervention contact information during non-business hours, including weekends and holidays.
- 5. Assess callers' needs for community resources and provide referrals to local community resources that will address identified needs.
- 6. Maintain a log of callers' zip codes, needs, and referrals and track data electronically in order to meet the reporting requirements of this agreement in a timely manner.
- 7. Maintain and update resources on-line at www.211riversidecounty.com website that will allow people to search for desired services in their region of the County.

8. Request DPSS written approval prior to the execution of any subcontract and ensure that DPSS is provided with a copy of the executed subcontract agreement for after hours 211 services.
9. Develop, maintain, and monitor agreements entered into with subcontractors to ensure full compliance with all of the terms and conditions of this agreement.
10. Verify that the resource database contains information about resources that will be useful to the targeted population, which will include at-risk, low risk, and families with special needs, such as disabilities, foster care, and adoption.
11. Perform monthly outreach to the community to promote Inform Riverside County. The Contractor shall distribute printed material outlining 211 services, attend health fairs and contact child service providers, such as schools, healthcare clinics, daycare centers, etc., to promote utilization of services provided.
12. Maintain a current log of events and community contacts.
13. Provide services in both English and Spanish.
14. Preference shall be given to clients who are residents of Riverside County.

B. REPORTING

The Contractor shall:

1. The Contractor shall supply statistics to all DPSS supported programs upon request.
2. On a Quarterly basis, the Contractor will provide a report containing the following statistical data: call volume, areas of need, city and zip codes of call origination, resource linkage and referrals, and any other pertinent information that clearly demonstrate demand for 211 services. Each Quarterly report shall be submitted electronically to DPSS Contracts Administration Unit and Children's Services Division at contractreporting@riversidedpss.org and mmathis@riversidedpss.org

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$70,000.00.

2. UNIT OF SERVICE COST RATE

The Contractor shall be paid for the following approved 211 expense categories only: Salaries, Telephones, and Subcontracts. The Contractor shall submit invoices each month detailing expenses charged to Riverside County DPSS which are assigned a VCRC code of 2101. All invoices must clearly identify items being charged to Riverside County DPSS separate from charges being billed to other funding sources.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by the following supporting documentation: detailed expense reports and VCRC Payroll register, VCRC employee timesheets, and VCRC Schedules A and B.

If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.

- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. 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.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit A) following the instructions set forth on the "Instructions for Form 2076A". Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

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

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

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

7. DISALLOWANCE

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

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and

volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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

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

3. EMPLOYMENT PRACTICES

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

4. HOLD HARMLESS/INDEMNIFICATION

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

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

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

5. INSURANCE

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

- (1) Worker's Compensation:

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

- (2) Commercial General Liability:

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

- (3) Vehicle Liability:

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

- b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

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

6. LICENSES AND PERMITS

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

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

7. INDEPENDENT CONTRACTOR

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

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

8. ASSIGNMENT

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

9. PERSONNEL

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

1. All staff who work full or part-time positions by title, including volunteer positions; and
2. A brief description of the functions of each position and hours each position worked; and

3. The professional degree, if applicable, and experience required for each position.

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

10. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

11. CHILD ABUSE REPORTING

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

12. 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 (2) working days.

13. DEBARMENT AND SUSPENSION

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

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

14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

15. CONTRACT TRANSITION PERIOD

- a. The Contractor recognizes that the services under this contract are vital to DPSS and must be continued without interruption, and that, upon contract expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.
- b. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:
 - (1) List of clients that include:
 - (a) Current contact information;
 - (b) Assigned social worker.
 - (2) Discharge summary that includes:
 - (a) Services received;
 - (b) Number of hours of services completed;
 - (c) On-going service recommendations;
 - (d) Date for transferring responsibilities.
- c. The Contractor shall provide DPSS with copies of client files.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, with 2 one-year renewal options.

B. NOTICES

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

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

VENDOR: Volunteer Center of Riverside County
Chief Executive Officer
2060 University Ave Suite 212
Riverside, CA 92507

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

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

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

E. SANCTIONS

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

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

F. GOVERNING LAW

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

G. MODIFICATION OF TERMS

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

H. TERMINATION

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

I. ENTIRE CONTRACT

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

County of Riverside
DEPARTMENT OF PUBLIC SOCIAL SERVICES

EXHIBIT A

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

 Unit of Service Payment \$ _____

(# of Units) X (\$)

(# of Units) X (\$)

Actual Payment \$ _____
(Same amount as 2076B if needed)

(# of Units) X (\$)

(# of Units) X (\$)

(# of Units) X (\$)

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

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

Authorized Signature Title Date

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

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

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.