

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

844



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
May 24, 2011

SUBJECT: Approval of FY 2011-12 Professional Services Agreement [CS-02081] with Operation SafeHouse, as the most responsive and responsible bidder for Temporary Emergency Shelter Services for Youth Ages 12-17.

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Agreement [CS-02081] with Operation SafeHouse, in the amount of \$112,000, for the period of July 1, 2011 through June 30, 2012, with four (4) one-year renewal options; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract with Operation SafeHouse.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 112,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11-12

SOURCE OF FUNDS: Federal Funding: 48.9%; State Funding: 34.2%; County Funding: 0%; Realignment Funding: 16.9%; Other Funding: 0%	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 Buster, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 7, 2011
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: 5/25/10 (3.42) | **District:** All | **Agenda Number:** 3.58

County Purchasing Department
 Departmental Concurrence
 Larisa R-McKenna
 County Counsel
 Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: May 24, 2011

SUBJECT: Approval of FY 2011-12 Professional Services Agreement [CS-02081] with Operation SafeHouse, as the most responsive and responsible bidder for Temporary Emergency Shelter Services for Youth Ages 12-17.

BACKGROUND:

Aligned with the Department's mission to partner with communities to protect and empower vulnerable people, DPSS seeks to provide temporary emergency shelter services to foster care youth in crisis to allow adequate time for social workers to secure long term/permanent placement options. This contracted service affords DPSS the ability to maximize the use of federal and state funds. The County lacks the resources and manpower to provide these services without the assistance of a community partner.

To that end, DPSS competitively bid the temporary emergency shelter services through the issuance of Request for Proposal (RFP) # DPARC-195 on January 18, 2011. The RFP was mailed to 124 vendors and was also advertised on the County Purchasing website.

The RFP closed on February 23, 2011 and resulted in the submission to two (2) proposals. The evaluation team, comprised of DPSS Regional Managers and other pertinent Children's Services Division staff, thoroughly reviewed the contents of each proposal and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, clear demonstration of ability to provide scope of services, licenses and credentials, price reasonableness, references, financial status and the vendor's ability to meet the County's needs. Operation SafeHouse received the highest score, which far exceeded that of the competitor (weighted point difference of 54.78).

Operation SafeHouse (OSH), a nonprofit organization has operated a 24-hour emergency shelter in Riverside for more than 20 years and in recent years opened an emergency shelter to serve the desert region of the County. Providing core services, including shelter, food, clothing, counseling, and recreation as part of a comprehensive emergency crisis intervention program designed to assist youth with immediate services, OSH has the familiarity with County staff and processes and the capacity to serve the targeted population, as requested by the Department.

It is therefore requested that the Board approve the Evaluation Committee's recommendation to award the resulting contract to Operation SafeHouse. The contract is written for a single base year, with four (4) one-year renewal options, due to the unique nature of, and the critical need for, the services provided to the youth demographic.

PRICE REASONABLENESS:

DPSS is confident that the pricing is reasonable and at fair market value for the services provided by OSH. Operation SafeHouse charges a flat fee unit of service rate of \$650 per youth per stay ranging from zero to seven consecutive days, and a per day rate of \$95 for extended placements beyond the 7 day period. On average, DPSS youth stay at the temporary shelter for 5 days. By comparison, the average group home day rate is \$164.

FINANCIAL DATA:

The total cost of this Agreement [\$112,000] will be covered by Federal 48.9%; State 34.2%, and Realignment 16.9%. No County General Funds will be utilized for these services.

ATTACHMENT(S):

Professional Services Agreement [CS-02081] between DPSS and Operation SafeHouse

CONCUR/EXECUTE – County Purchasing

Riverside County Department of Public Social Services (DPSS)
 Children's Services Division
 Daily Log-In Sheet

Completed and Legible Daily Log-in Sheets must accompany all Requests for Payments (DPSS Form 2076A). In addition, corresponding CSD Youth Information Forms must be attached to this sheet for each youth listed below. Send all originals to the DPSS Management Reporting Unit (MRU). Upon request, send copies to Children's Services Division and/or the Contracts Administration Unit.

Contractor's Name: Operation SafeHouse										Date: _____					
#	Name (Last, First, Middle)	Age	DOB	Sex (M/F)	City of Residence	Zip Code	Assigned By		TRANSPORTED BY? (Full Name, Title, Badge#)	RELEASED BY? (Full Name, Title, Badge #)	Acceptance		Release Time	Days at Shelter	Number of Units Billed to DPSS
							DPSS	Court			Date	Time			
1															
2															
3															
4															
5															

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

CS-02081

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: CS-02081
CONTRACTOR: Operation SafeHouse
CONTRACT TERM: July 1, 2011 - June 30, 2012
MAXIMUM REIMBURSABLE AMOUNT: \$112,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Temporary Emergency Shelter Services for Youth Ages 12-17;

WHEREAS, Operation SafeHouse is qualified to provide Temporary Emergency Shelter Services for Youth Ages 12-17;

WHEREAS, DPSS desires Operation SafeHouse, 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: <i>Bob Buster</i>	Authorized Signature for Operation SafeHouse <i>Kathy McAdara</i>
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Kathy McAdara
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 9685 Hayes Street Riverside, CA 92503
Date Signed: <i>6/7/11</i>	Date Signed: <i>6/10/11</i>

ATTEST:

KECIA HARPER-IHEM Clerk
By *Norain Panola*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY *Lanisa R-McKenna* 6/10/11
LANISA R-MCKENNA DATE

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List of Exhibits

- Exhibit A- DPSS 2076A & Instructions
- Exhibit B- CSD Youth Information Form
- Exhibit C- Daily Log-In Sheet
- Exhibit D- Observation Checklist

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this agreement, Contractor and provider may be used interchangeably.
- B. "CSD" refers to the County of Riverside Department of Public Social Services (DPSS) Children's Services Division.
- C. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- D. "Temporary Shelter for Youth" refers to services provided by an organization that provides temporary shelter for youth ages 12-17 in need of emergency and/or temporary housing while options for permanent housing are being explored. Temporary shelter stays typically last no longer than seven (7) days, except in extraordinary cases as approved by DPSS.
- E. "UOS" refers to Unit of Service. Under this contract, UOS shall mean one (1) continuous stay at the shelter per client per month. Shelter stays to include board and care, food, clothing, counseling, educational activities and recreation. Although the duration of each stay will vary, shelter stays are typically zero (0) to seven (7) days. Extended Shelter stays beyond seven (7) days will require prior approval from DPSS.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Operation SafeHouse.
- B. DPSS may monitor the performance of Operation SafeHouse 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. Refer youth between the ages of 12 and 17 to the Contractor for temporary emergency shelter services to either of the two (2) site locations: Riverside and Thousand Palms (Desert).
- D. Ensure that referred youth meet one of the following criteria:
 - 1. Youth who have been taken into protective custody by DPSS as a result of suspected abuse or neglect;
 - 2. Youth that are declared "dependents" of the juvenile court under Welfare and Institutions Code (W&IC) Section 300 who have been removed from the custody of their parents because of abuse and/or neglect;

3. Youth that are declared "dual status" children under Welfare and Institutions Code (W&IC) Section 300/602 of the Juvenile Court and DPSS Children's Services Division is the lead agency;
 4. Youth with an open referral or that may be in danger of becoming dependents of the Juvenile Court. Under these circumstances, the DPSS social worker could make arrangements with the parent/caregiver to have the child temporarily stay at SafeHouse until the matter is resolved. However, all financial liability will be the responsibility of the parent/caregiver. DPSS will only be responsible for payment if the situation necessitates that a hold be placed on the youth and a J-132A (Court Petition) is filed.
- E. Provide the Contractor with detailed information necessary for intake (i.e. information about the youth and the person placing youth at the facility).
- F. Place youth at the temporary emergency shelter for a maximum of seven (7) days, while permanent placement options are being sought. A shelter stay shall not exceed seven (7) days, except in special circumstances as determined and approved by DPSS.
- G. Review case details and provide written approval as appropriate for youth to remain at Operation SafeHouse beyond the seven (7) day period. DPSS shall reimburse the Contractor a per day rate for extended placement in the temporary emergency shelter beyond seven (7) days, not to exceed thirty (30) consecutive days per client, with DPSS authorization. Extended Shelter stays beyond seven (7) days require prior written approval from DPSS, and will not be reimbursed without said approval. Extended stays shall not exceed a combined total of 152 days.
- H. All shelter stays beyond the seven (7) day period require written approval from DPSS Social Worker and CSD Program Liaison through the completion of the bottom of the CSD Youth Information Form, attached hereto as **Exhibit B**, and incorporated herein by this reference. Any subsequent revisions of the CSD Youth Information Form made, requested, and/or approved by DPSS will supersede as Exhibit B to the agreement.
- I. Communicate with the Contractor on a weekly basis to discuss any special circumstances that require authorization or immediate resolution. Discrepancies should be resolved prior to the billing period in an effort to reduce the number of disallowances. Assigned CSD staff shall review case details and provide written approval on the bottom of Exhibit B in each of the following circumstances:
1. All shelter placements that are scheduled by the Social Worker to stay beyond a seven (7) day period. All shelter stays beyond the seven (7) day period require written approval from the DPSS Children's Services Social Worker and the DPSS Children's Services PDU Program Specialist.
 2. All shelter placements that were transported by out-of-county social workers or law enforcement, but have been identified as Riverside County dependents.

3. Walk-ins or voluntary drop-offs that are believed to have open CSD cases. Payment will not be issued for youth that were not referred to Contractor by DPSS. All walk-ins or voluntary drop-offs believed to have affiliation with DPSS must be cleared by DPSS CSD liaison prior to shelter stay.
- J. The DPSS Social Worker shall provide the Contractor with a completed Placement Agreement, J132-A, Safety Plan, or Parental Consent Form as required.
- K. Review all CSD Youth Information Forms (Exhibit B) and Daily Log-In Sheets (Exhibit C) submitted by the Contractor to the Management Reporting Unit (MRU) in support of each request for payment.
- L. CSD staff shall reconcile all submitted forms with data contained within the CWS/CMS system and certify that appropriate approvals were obtained on Exhibit B for stays beyond seven (7) days. The results shall be recorded on the corresponding CSD Youth Intake Forms and Daily Log-In Sheets by CSD and returned to MRU for payment processing.

III. CONTRACTOR RESPONSIBILITIES

A. ADMINISTRATION

The Contractor shall:

1. Assign staff to be liaison between Operation SafeHouse and DPSS.
2. Operate a minimum of two (2) licensed temporary shelter facilities, one (1) in Eastern Riverside County (Desert) and one (1) in Western Riverside County that operate 24 hours a day, seven days a week including holidays without interruptions. At present, shelter facilities are located in Riverside and Thousand Palms.
3. Notify DPSS sixty (60) days in advance of any changes or relocations of offices and/or shelter facilities.
4. Maintain licenses issued by the State of California, Community Care Licensing Division in good standing.
5. Comply with all applicable State licensing standards, all applicable accrediting standards or any criteria established by the State and/or the County to ensure quality of services.
6. Establish a written policy and procedure for reporting suspected incidents of child abuse and neglect, and ensure that staff members who provide services know how to recognize and report such incidents by having staff sign a training acknowledgement form.
7. As a mandated reporter, Contractor staff must report actual or suspected child abuse and/or neglect to the DPSS Children's Services Division by calling the Child Abuse Hotline at 1-800-442-4918 within 24 hours of the incident. Pursuant to penal code Section 11166, mandated reporters must complete and submit a Suspected Child Abuse Report (State Form SS 8572).

8. Establish a written policy and procedure for handling client grievances and the confidentiality of client data. All policies and procedures must include the method and time frame for responding to client grievances.
9. Provide all services and client documents in English and Spanish. In the event a client's primary language is other than English and Spanish, the Contractor must make available a translator to assist the client.
10. Employ staff that are First Aid and CPR trained.
11. Conduct Department of Justice (DOJ) Background checks on all employees, volunteers, and subcontractors at the Shelters.
12. Obtain a completed Placement Agreement, J132-A, Safety Plan, or Parental Consent Form from Placing Social Worker as required.
13. Coordinate the board and care needs of the youth with DPSS Placing Social Worker. In most cases, the youth shall remain at the temporary emergency shelter for a maximum of seven (7) days, while permanent placement options are being sought. A shelter stay shall not exceed seven (7) days, except in special circumstances as determined and approved by DPSS.
14. Coordinate all authorizations for shelter stays longer than seven (7) days with the CSD Program Specialist and DPSS Placing Social Worker. All shelter stays beyond the seven (7) day period require written approval through the completion of the bottom of the CSD Youth Information Form (Exhibit B).
15. Report all special incidents to DPSS Placing Social Worker by telephone immediately and submit a written special incident report within twenty-four (24) hours. Special incidents include, but are not limited to:
 - a. Suicide or attempt and/or any other psychiatric emergency;
 - b. Unauthorized absence from Contractor's facility;
 - c. Death or serious injury;
 - d. Criminal behavior (including arrests with or without conviction);
 - e. Positive results of substance abuse from urine screenings;
 - f. Court actions, such as court order returning client back to State hospital or State prison;
 - g. Any other incident which may result in significant public or media attention to the program.
16. Report unauthorized exits from the shelter to the referring CSD Social Worker immediately. The Contractor is expected to report any unauthorized departure of DPSS referred youth within one (1) hour of discovery. The Contractor is expected to contact the referring CSD social worker by telephone and document case files with details surrounding each incident.
17. Administer Medication as prescribed below:

- a. Ensure that court authorization (Ex-Parte Order) is received for the administration of any psychotropic medication.
 - b. Coordinate and ensure that routine physical, dental, and vision exams, any needed medical, dental and/or vision care, psychological, psychiatric, and therapy services are made available and provided to each child while they are placed with the agency as stipulated within Community Care Licensing Regulations.
 - c. Follow explicitly and support doctor's orders for psychiatric and other medications.
 - d. Store all medication (prescribed and over the counter) in a locked cabinet, drawer, etc.
 - e. Log all medications and include in client/resident records.
 - f. Verify medications that are currently taken by client/resident and go over instructions for disbursement with placing social worker at the time of intake.
18. Maintain organized client case files that document information gathered at intake, counseling session logs, daily assessment of youth, social worker mandates, key contacts, phone call logs, educational plans, authorized medications under Ex-Parte Orders, and issuance of any over the counter medications.
19. Maintain all records regarding shelter residents at the site where the resident is located. These records shall be made available to authorized DPSS staff upon request.
20. Secure all client files under a locked filing system. Files must be maintained in a locked filing cabinet that is stationed in a secure/locked area with restricted access.
21. Develop and maintain community collaborations and partnerships with community based and/or human services organizations that the agency will use to provide an array of services for the temporary emergency shelter program.
22. Develop and maintain effective public relations materials that clearly demonstrate the evolution of the program based on changing community needs and dynamics, the mission statement, and current stakeholders. Public relations materials shall be accessible to youth, parents, organizations, and the general community so that this contracted service is well-known and utilized.

B. SERVICE DELIVERY

The Contractor shall:

1. Provide temporary shelter beds for a minimum of twelve (12) DPSS referred youth in Western Riverside County and twelve (12) DPSS referred youth in Eastern Riverside County.
2. Provide temporary emergency shelter services to DPSS referred youth ages 12-17 meeting one of the following criteria:

- a. Youth who have been taken into protective custody by DPSS as a result of suspected abuse or neglect;
 - b. Youth that are declared “dependents” of the juvenile court under Welfare and Institutions Code (W&IC) Section 300 who have been removed from the custody of their parents because of abuse and/or neglect;
 - c. Youth that are declared “dual status” children under Welfare and Institutions Code (W&IC) Section 300/602 of the Juvenile Court and DPSS Children’s Services Division is the lead agency; and
 - d. Youth with an open referral or that may be in danger of becoming dependents of the Juvenile Court. Under these circumstances, the DPSS social worker could make arrangements with the parent/caregiver to have the child temporarily stay at SafeHouse until the matter is resolved. However, all financial liability will be the responsibility of the parent/caregiver. DPSS will only be responsible for payment if the situation necessitates that a hold be placed on the youth and a J-132A (Court Petition) is filed.
3. Ensure that DPSS referred youth receive shelter services, including high risk placements such as youth with substance abuse issues, violent tendencies and/or histories of sexual misconduct. The Contractor is permitted to refuse placement of youth identified as 5150, sexual perpetrators, and/or actively homicidal or suicidal. The Contractor does not practice restraints or take-downs.
 4. Provide a full range of shelter services including, but not limited to, shelter, food, medical, educational, and counseling services to each youth while placed at the shelter.
 5. Offer programs and referrals suitable for youth with anger management issues, tendencies toward high risk behavior, have histories of sexual misconduct, and/or substance abuse issues.
 6. Conduct crisis counseling and assessments during intake.
 7. Provide 24 hour oversight of all referrals by properly trained personnel, to strengthen safety, support, and supervision of youth in residence.
 8. Provide a safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, and a change of laundered bedding at least once a week and for each new occupant.
 9. Provide three (3) balanced and complete meals each day (plus snacks and beverages). Meals must be consistent with United States Department of Agriculture (USDA) dietary guidelines, including accommodations for special diets; at least two (2) meals should be hot meals.
 10. Provide appropriate toiletries (e.g., comb, toothbrush, hygiene products, etc.), as needed, and access to laundry facilities.

11. Provide separated housing/accommodations for male and female occupants.
12. Monitor co-ed interactions at all times. Guarantee that co-ed residents will be supervised at all times while in commonly shared areas (i.e. game rooms, living rooms, etc.).
13. Provide outdoor space that is well maintained and readily available for regular use by shelter residents.
14. Provide transportation to and from school and other youth activities as required.

C. INTAKE/ASSESSMENT/CASE MANAGEMENT

The Contractor shall:

1. Conduct Intake and complete intake forms for each youth that DPSS places at the shelter.
2. Complete and maintain a CSD Youth Information Form for each child that DPSS places at the shelter. The most current version of the CSD Youth Information Form is attached hereto as **Exhibit B**, and incorporated herein by this reference. Any subsequent revisions of the CSD Youth Information Form made, requested, and/or approved by DPSS must adhere to the following guidelines and will supersede as Exhibit B to the agreement.
 - a. At minimum, the CSD Youth Information Form must be legible and include:
 1. Youth's full name (Last, First, Middle);
 2. Age;
 3. Date of Birth;
 4. Sex (M/F);
 5. City of Residence;
 6. Zip Code;
 7. Date and time of entry and exit for each juvenile placed at the shelter by DPSS;
 8. Proof of referral from DPSS;
 9. Contact information on the person that transported the youth to the shelter;
 10. Contact information on the person that removed the youth from the shelter;
 11. Discharge Plans;
 12. Authorization for placement at intake (0-7 day stays);
 13. Authorization for stays beyond seven (7) days;
 14. Mother's name and any known aliases;
 15. Social Worker's name and telephone number.
3. Communicate with the DPSS CSD staff on a weekly basis to discuss any special circumstances that require DPSS authorization or immediate resolution. Discrepancies should be resolved prior to the billing period in an effort to reduce the number of disallowances. Notify the DPSS CSD staff and obtain all necessary written approvals on the bottom of Exhibit B in each of the following circumstances:

- a. All shelter placements that are scheduled by Social Workers to stay beyond a seven (7) day period. All shelter stays beyond the seven (7) day period require written approval from the DPSS Children's Services Social Worker, the DPSS Children's Services PDU Program Specialist, and/or DPSS Children's Services Placement Social Worker.
 - b. All shelter placements that were transported by Out-of-County Social Workers or Law Enforcement, but have been identified as Riverside County dependents;
 - c. Walk-ins or voluntary drop-offs that are believed to have open CSD cases. Payment will not be issued for youth that were not referred to the Contractor by DPSS. All walk-ins or voluntary drop-offs believed to have affiliation with DPSS must be cleared by DPSS CSD liaison prior to shelter stay.
4. Develop and maintain policies, procedures, and forms for the purpose of tracking all shelter placements from the time of entry to the time of exit.
 5. Complete and maintain a Daily Log that records and tracks details on each child placed in the shelter's care by DPSS. The most current version of the Daily Log-In Sheet is attached hereto as **Exhibit C**, and incorporated herein by this reference. Any subsequent revisions of the Daily Log-In Sheet made, requested, and/or approved by DPSS must adhere to the following guidelines and will supersede as Exhibit C to the agreement.
 - a. At minimum, documentation must be legible and include the following:
 1. Youth's Name (Last, First, Middle)
 2. Age
 3. Date of Birth
 4. Sex (M/F)
 5. City of Residence
 6. Zip Code
 7. Referral Source (DPSS, Law Enforcement or Court)
 8. Printed Name and Signature of person placing and removing the youth
 9. Date and Time of entry of juvenile placed in its care by DPSS, Law Enforcement or Court
 10. Date and Time of release of each juvenile placed in its care by DPSS, Law Enforcement or Court
 11. Full number of days of shelter stay, and
 12. The number of units being billed for the youth.
 6. Perform daily observations and document case notes on each client at the shelter.
 7. Complete and maintain an Observation Checklist for each child that DPSS places at the shelter. The most current version of the Observation Checklist is attached hereto as **Exhibit D**, and incorporated herein by this reference. Any subsequent revisions of

the Observation Checklist made, requested, and/or approved by DPSS must adhere to the following guidelines and will supersede as Exhibit D to the agreement.

- a. At minimum, the Observation Checklist must include the following:
 1. Youth's Name (Last, First, Middle)
 2. Date of observation
 3. Shelter name and site location
 4. Name and title of staff conducting the observation
 5. The youth's behavior patterns and actions
 6. Peer relationships
 7. Compliance with staff
 8. Adherence to program requirements
 9. Compliance with medication guidelines
 10. Compliance with meal time rules
 11. Frequency of noted behaviors
 12. Any other indicators that clearly identify the youth's mood
 - b. The observation checklist must be completed for each day the youth spends at the shelter, and a copy shall be provided to the CSD Social Worker or designee via fax or in-person at the time of the youth's discharge from the shelter
8. Counsel youth to help reduce the types of stress associated with removal from the home and relationship issues. Counseling must include appropriate topics for the population such as:
- a. School (Truancy, academics or behavior)
 - b. Home (Conflicts with Parents centering on curfew and/or other family issues)
 - c. Anger Management
 - d. Self Esteem
 - e. Peer Relations
 - f. Community Resources
9. Assess each youth's needs and provide an individualized Needs and Services Plan and assist in their transition to more permanent placement. This plan shall clearly identify all components of temporary shelter services provided from intake to discharge and include the youth's readiness for permanent housing alternatives.
10. Offer youth referrals to other community resources that are in alignment with DPSS Social Worker instructions and the Needs and Services Plan.

D. REPORTING

The Contractor shall submit the following reports as specified below:

1. A monthly service report from the Contractor is required. This report shall be a listing of active clients participating in this program, and will include, but is not limited to the following data elements:
 - a. The month that shelter services were provided;
 - b. The number of DPSS CSD referred youth served during the month;
 - c. A summary of shelter accomplishments;
 - d. Any problems encountered;
 - e. The signature and title of the person completing the form;
 - f. The date the form was completed.
2. The monthly service report shall be submitted no later than 30 days after the end of each month in which the services were provided in electronic format to:

contractreporting@riversidedpss.org

3. The Contractor will also be required to:
 - a. Communicate with DPSS CSD staff on a weekly basis to discuss any special circumstances that require DPSS authorization or immediate resolution. Discrepancies should be resolved prior to the billing period in an effort to reduce the number of disallowances.
 - b. Submit completed CSD Youth Information Forms (Exhibit B) and Daily Log-In Sheets (Exhibit C) **on a monthly basis along with DPSS Request for Payment Form 2076A (Exhibit A).**
 - c. Submit a copy of completed Observation Checklists (Exhibit D) to the DPSS CSD Social Worker at the time of each youth's release from the shelter.

E. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$112,000.00.

2. UNIT OF SERVICE COST RATE

Under this agreement, a unit of service is defined as one (1) continuous stay at the shelter per client per month. Shelter stays include board and care, food, clothing, counseling, educational activities, case management (i.e. documenting notes and contacting the Social Worker), in addition to all administrative and operating costs (preparation, telephone calls, reporting, etc.).

DPSS shall reimburse the Contractor the flat fee unit of service rate of \$650 for placement in the temporary emergency shelter for a range of zero (0) to seven (7) consecutive days per client in a one-month period.

DPSS shall reimburse the Contractor a per day rate of \$95.00 for extended placement in the temporary emergency shelter beyond seven (7) days, not to exceed thirty (30) consecutive days per client, with DPSS authorization. Extended Shelter stays beyond seven (7) days require prior written approval from DPSS, and will not be reimbursed without said approval. The maximum allowable costs for extended stays shall not exceed \$14,500. Extended stays shall not exceed a combined total of 152 days.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by completed CSD Youth Information Forms (**Exhibit B**) and Daily Log-In Sheets (**Exhibit C**). If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.

For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.

All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

The Contractor shall submit DPSS Forms 2076A (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.

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.

F. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons

directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

5. FAIR LABOR STANDARDS AND SERVICE CONTRACT 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 contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

6. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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.

7. 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

8. 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.

9. 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).

(4) Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor

shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this 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 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

10. 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.

11. 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.

12. 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.

13. PERSONNEL

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

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

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

b. Background Checks

Conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

c. Required Licenses or Certifications

The Contractor shall maintain all applicable licenses issued by the State of California, Community Care Licensing Division in good standing.

The Contractor shall comply with all applicable State licensing standards, all applicable accrediting standards, or any criteria established by the State and/or the County to ensure quality of services.

d. Required Level of Education

The Contractor shall employ licensed Master's level professionals to provide and/or supervise counseling services (i.e. LMFT, LCSW). University interns and/or other paraprofessionals shall work under the direct supervision of a licensed professional.

e. 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.

14. 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.

15. CHILD ABUSE REPORTING

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

16. 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.

17. 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.

18. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance,

and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

19. 501(c)(3) NON-PROFIT STATUS

In accordance with W&I code section 18983.5, the contractor shall be incorporated as a non-profit corporation and shall submit a copy of stated documentation confirming 501(c)(3) non-profit status to the DPSS Contracts Administration Unit annually. Documentation will include a Letter of Good Standing and confirmation of tax exempt status from the California Franchise Tax Board and Internal Revenue Service.

20. CONTRACT TRANSITION PERIOD

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.

- a. 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.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations;
 - (4.) Date for transferring responsibilities.
- c. The Contractor shall continue delivering services to all DPSS referred clients until notified otherwise.
- d. The Contractor shall provide DPSS with copies of client files and data to assist DPSS with the orderly transition and transfer of clients to DPSS or subsequent Contractor(s).

- e. The Contractor shall provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason.
- f. The Contractor shall cooperate with DPSS during the transition close-out period to ensure orderly and seamless delivery of services to clients.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2011 to June 30, 2012, with four (4) 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

CONTRACTOR:

Riverside Site Location:	Thousand Palms Site Location:
Operation SafeHouse	Operation SafeHouse
Attn: Kathy McAdara	Attn: Kathy McAdara
9685 Hayes Street	72710 E. Lynn Street
Riverside, CA 92503	Thousand Palms, CA 92276
CDSS License # 336-402216	CDSS License # 336-423427

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. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Contract. The net dollar amount of profit will remain firm during the period of the Contract. Annual increases shall not exceed the Consumer Price

Index (CPI) for (all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas) Temporary Emergency Shelter for Youth Ages 12-17 and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

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

I. TERMINATION

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

J. ENTIRE 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

CONTRACTOR PAYMENT REQUEST

EXHIBIT A

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

From: Operation SafeHouse
Remit to Name
9685 Hayes Street
Address
Riverside CA 92503
City State Zip Code
Operation SafeHouse
Contractor Name
CS-02081
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



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.

Operation Safehouse CSD Youth Information

INTAKE

Date: _____ Time: _____ am pm

Name: _____
Last Name First Name Middle Name

DOB: _____ Age: _____ Gender: M F Mother's Name: _____

Child Lives With: Father Mother Grandparents Other _____

Name: _____ Address: _____

City/Zip: _____ Phone: _____

TRANSPORTED BY

Riverside Co Open Referral/Case? Yes No Unknown

Received: Placement agreement J132-A Safety Plan Parental Consent

Name: _____ Phone: _____ CSD: Yes No

Address: _____ Fax: _____ County?: _____

City/Zip: _____ Relationship to Child: _____

Police Badge #: _____ Who asked police to transport youth to Safehouse? _____

Did Police call Child Abuse hotline? Yes No Social Worker name: _____

DISCHARGE

Date: _____ Time: _____ am / pm Number of Days: _____ Observation Checklist provided to CSSW

Discharge Plans: Reunified Treatment Facility CSD 5150 Juvenile Hall

Home Free AWOL (#P _____) Other: _____

Destination Address/Facility: _____

Person Youth is departing with: _____
Print Name Signature

Phone Relationship to Youth

CSD APPROVALS (To be faxed to the Social Worker upon intake and at 7 day intervals for signature/date)

INTAKE: Social Worker Signature and Date: _____ Date _____

7 Day intervals:

Social Worker Signature and Date: _____ Date _____

Social Worker Signature and Date: _____ Date _____

Social Worker Signature and Date: _____ Date _____

CSD/PDU Approved Disapproved BY: _____ Date: _____

EXHIBIT C

Department of Public Social Services (DPSS)
 Children's Services Division
 Daily Log-In Sheet

SS Form 2076A). In addition, corresponding CSD Youth Information Forms must be attached to this sheet for each request, send copies to Children's Services Division and/or the Contracts Administration Unit.

Date: _____		Shelter Site Location: <input type="checkbox"/> Riverside <input type="checkbox"/> Thousand Palms							
Admitted By Court	TRANSPORTED BY? (Full Name, Title, Badge#)	RELEASED BY? (Full Name, Title, Badge #)		Acceptance		Release		Number of	
		Date	Time	Date	Time	Date	Time	Days at Shelter	Units Billed to DPSS

Riverside County Department of Public Social Services (DPSS)
 Children's Services Division
 Daily Log-In Sheet

DPSS must accompany all Requests for Payments (DPSS Form 2076A). In addition, corresponding CSD Youth Information Forms must be attached to this sheet for each DPSS Management Reporting Unit (MRU). Upon request, send copies to Children's Services Division and/or the Contracts Administration Unit.

Name: Operation SafeHouse					Date: _____								
					Shelter Site Location: <input type="checkbox"/> Riverside <input type="checkbox"/> Thousand Palms								
DOB	Sex (M/F)	City of Residence	Zip Code	Assigned By		TRANSPORTED BY? (Full Name, Title, Badge#)	RELEASED BY? (Full Name, Title, Badge #)	Acceptance		Release		Number of	
				DPSS	Court			Date	Time	Date	Time	Days at Shelter	Units Billed to DPSS

6/17/2011 3:58

OBSERVATION CHECKLIST

Youth's Name: _____ Date: _____

Staff Name: _____

Facility Name: _____ Phone: _____

Youth's Behavior	Always/Yes	Sometimes	Never/No
Follows/observes facility rules	_____	_____	_____
Practices good hygiene	_____	_____	_____
Accepts authority and direction from staff	_____	_____	_____
Gets along with peers/adults	_____	_____	_____
Manipulates adults/peers	_____	_____	_____
Verbally threatens peers/adults	_____	_____	_____
Swears or uses obscene provocative language	_____	_____	_____
Gets into fights	_____	_____	_____
Cruel or mean to others	_____	_____	_____
Acts impulsively without thinking	_____	_____	_____
Has temper tantrums, is volatile	_____	_____	_____
Intentionally damages/destroys property	_____	_____	_____
Engages in gang activities	_____	_____	_____
Commits violence or harm to self	_____	_____	_____
Acts depressed &/or has persistent mood swings	_____	_____	_____
Talks about suicide/attempts suicide	_____	_____	_____
Uses drugs, alcohol, or other illegal substance	_____	_____	_____
Demands attention	_____	_____	_____
Displays deficits in self-help skills	_____	_____	_____
Displays symptoms of eating disorder	_____	_____	_____
Requires a special diet	_____	_____	_____
Pregnant	_____	_____	_____

Staff's Summary Notes: _____

