

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



136

FROM: Department of Public Social Services

SUBMITTAL DATE:
June 5, 2012

SUBJECT: Approval of Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF) agreements, Children's Trust Fund (CTF), and Community-Based Child Abuse Prevention (CBCAP) agreements

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreements for Fiscal Year 2012-13, with the option to renew for four additional one-year periods, with a total annual aggregate amount not to exceed \$2,150,771;
 - Catholic Charities San Bernardino/Riverside as other than low bid in Zone 1 Multi-Service Location and lowest bid in Zone 3 Multi-Service Location.
 - MFI Recovery Center for Zone 2 Multi-Service Location as the lowest bid
 - Parents Anonymous for Program Evaluation as the lowest bid
 - Mental Health Systems for Family Preservation Court as the lowest bid
 - Family Service Association for Zones 1 and 2 Safe Care In-Home as the lowest bid
 - John F. Kennedy Memorial Foundation for Zone 3 Safe Care In-Home as the lowest bid

(CONTINUED – 3 pages in total)

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,150,771	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% State and Federal Funding	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

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone 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: June 12, 2012
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: #3.21 (5/1/12) | District: All | Agenda Number:

3.15

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva*
ELENAM. BOEVA
Deputy Mental Concurrence
Purchasing: *Mark Seller*
Mark Seller, Assistant Director

Dept Recomm.:
Per Exec. Ofc.:

RE: Approval of Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF) agreements, Children's Trust Fund (CTF), and Community-Based Child Abuse Prevention (CBCAP) agreements

Date June 5, 2012

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RECOMMENDED MOTIONS (continued)

2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contracts.
3. 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.

BACKGROUND (Continued):

On May 24, 2011 (Agenda #3.37), the Riverside County Board of Supervisors received and filed the 2010 Prevent Child Abuse Riverside County (PCARC) Needs Assessment for Riverside County. Based on the Needs Assessment and the needs of the community, the Board of Supervisors approved the release of five (5) RFPs on behalf of PCARC, County Purchasing and DPSS on October 25, 2011 (Agenda #3.21).

On May 1, 2012 (Agenda #3.21), the Board approved the final award recommendations for Core Services (Anger Management, Counseling, Domestic Violence, In-Home Parenting, Parenting Education and Substance Abuse), Family Preservation Court, SafeCare In-Home Parenting/Differential Response, Program Evaluation, and the Family Partner Program. As noted in the May 1, 2012 Form 11, DPSS is bringing all agreements over \$100,000 to the Board of Supervisors for approval and signature.

The agreements are:

Zone	Vendor	Service	Total MRA
CS-02390	Catholic Charities	Anger Management, Counseling, Domestic Violence, In-Home Parenting, Parenting Education, Substance Abuse	\$830,507.80
CS-02399	MFI Recovery Center	Anger Management, Counseling, Domestic Violence, In-Home Parenting, Parenting Education, Substance Abuse	\$ 287,147.92
CS-02417	Family Service Association	SafeCare In-Home Parenting and Differential Response	\$419,951.00
CS-02419	John F. Kennedy Memorial Foundation	SafeCare In-Home Parenting and Differential Response	\$95,886.00
CS-02418	Mental Health Systems	Family Preservation Court	\$ 370,000.20
CS-02382	Parents Anonymous	Data Collection and Program Evaluation	\$ 147,278.00

RE: Approval of Child Abuse Prevention, Intervention and Treatment (CAPIT), Promoting Safe and Stable Families (PSSF) agreements, Children's Trust Fund (CTF), and Community-Based Child Abuse Prevention (CBCAP) agreements

Date June 5, 2012
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FINANCIAL:

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

ATTACHMENT(S):

- CS-02390: Agreement with Catholic Charities San Bernardino Riverside
- CS-02399: Agreement with MFI Recovery Center
- CS-02417: Agreement with Family Services Association
- CS-02382: Agreement with Parents Anonymous
- CS-02418: Agreement with Mental Health Systems
- CS-02419: Agreement with John F. Kennedy Memorial Foundation

CONCUR/EXECUTE – County Purchasing

SL:ko

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

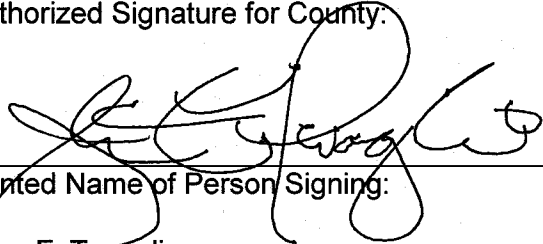
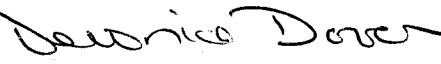
SERVICES CONTRACT: CS-02417
CONTRACTOR: Family Service Association
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$419,951


WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide SafeCare and Differential Response Services in Zones 1 and 2.

WHEREAS, Family Service Association is qualified to provide the SafeCare program to Differential Response clients:

WHEREAS, DPSS desires Family Service Association, 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 Family Service Association: 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Veronica Dover
Title: Chairman, Board of Supervisors	Title: Chief Operating Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 21250 Box Springs Road, Suite 212 Moreno Valley, CA 92557
Date Signed: 6/12/12	Date Signed: May 23, 2012

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  5-3-12
ELENA M. BOEVA DATE

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List of Exhibits

- Exhibit A – DPSS 2076A, DPSS 2076B & Instructions
- Exhibit B – Assurance of Compliance
- Exhibit C – SafeCare Readiness Guide
- Exhibit D – Home Accident Prevention Inventory (HAPI-R)
- Exhibit E – Planned Activities Training (PAT) Checklist

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CAU" refers to the Contracts Administration Unit in DPSS.
- B. "CDSS" refers to the California Department of Social Services.
- C. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to CWS clients in the County of Riverside.
- D. "Contractor" or "Provider" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- E. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- F. "CTF" refers to the Children's Trust Fund.
- G. "County" refers the County of Riverside and its Department of Public Social Services.
- H. "DPH" refers to the Department of Public Health.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services which has administrative responsibility for this Contract.
- J. "DR" refers to Differential Response. DR is a joint assessment of the family in response to an incoming referral, made by the DPSS Social Worker and an assigned Community-based organization.
- K. "Evening" is defined as after 6 pm.
- L. "Evidence Based Practice" refers to service delivery which uses the best research evidence, the best clinical experience, and is consistent with family and client values.
- M. "Fidelity" refers to the extent to which an intervention is implemented as intended by the designers of the intervention.
- N. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- O. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- P. "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- Q. "JOM" refers to "Joint Operational Meetings" and are held between the Contractor and DPSS.
- R. "NSTRC" refers to the National SafeCare Training and Research Center.
- S. "Parent" refers to a parent or legal guardian.
- T. "PHN" refers to a Public Health Nurse.
- U. "Prevention Services" refers to community-based and prevention-focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- V. "PCARC" refers to Prevent Child Abuse Riverside County. PCARC is Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's seven regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).

- W. "PSSF" refers to the Promoting Safe and Stable Families allocation. Federal PSSF funds are used primarily to prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption or by another permanent living arrangement.
- X. "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.
- Y. "SafeCare" is an evidence-based parent-training curriculum for parents with young children who are at risk and/or have been reported for maltreatment. Through SafeCare, trained professionals work with at-risk families in their home environments to improve parents' skills in several domains (Source: <http://publichealth.gsu.edu/968.html>).
- Z. "SDM" refers to Structured-Decision Making, a set of evidence-based and standardized assessment tools that use clearly defined and consistently applied decision-making criteria for screening for investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan (Source: US DHHS). <http://www.childwelfare.gov/systemwide/assessment/approaches/decision.cfm>).
- AA. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- BB. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- CC. "SSW" refers to a CSD social worker.
- DD. "TDM" refers to Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan, and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- EE. "W&I Code" refers to the California Welfare and Institutions Code.
- FF. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Family Service Association.
- B. Refer families electronically through the DR Case Management system. The referral will contain a summary assessment and prioritized service needs.
- C. Monitor the performance of Family Service Association 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.

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL CONTRACTOR RESPONSIBILITIES

Administration

1. Assign staff to be liaison between Family Service Association and DPSS.
2. Offer services in English and Spanish.
3. Offer all services in Zones 1 and 2.
4. Attend TDM sessions when requested to do so by the referring social worker.
5. Participate in JOMs as requested.
6. Ensure that staff possess a Bachelors Degree in the Behavioral Science field or have adequate paraprofessional experience which is to be approved by DPSS.
7. Seek approval for all subcontractors in writing by the County.
8. Provide services only to clients referred by the County.
9. Provide services to clients who are residents of Riverside County.
10. Work with the County to develop program outcomes.

SafeCare Training

11. Staff shall successfully complete the SafeCare Certification and attend the following training, meetings, and coaching training within 90 days of the contract approval as follows:
 - a. Attend a five-day on-site training by the Department of Public Health, Public Health Nurses (PHNs) from Riverside County,
 - b. Attend weekly one hour team meetings,
 - c. Have four initial coached visits by a PHN, and
 - d. Participate in the Structured Decision Making (SDM) training and Differential Response web-based application training provided by DPSS.

Implementation/Program Service Requirements

12. Work with families who have a history of child maltreatment and/or families with risk factors for child maltreatment. These families participate on a voluntary basis and may or may not have an open dependency case with CSD.
13. Provide each family up to 20 weekly 90 minute sessions. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety).
14. Adhere to the National SafeCare Training and Research (NSTRC) implementation model. Important aspects of this model are described in the "SafeCare Readiness Guide" (Exhibit C).
15. Train parents with young children using the following modules during home visits:
 - a. Health Module – Train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis.

- b. Home Safety Module – Teach parents to identify and eliminate safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory-Revised (HAPI-R), attached as **(Exhibit D)**, will be used and is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes.
 - c. Parent-Child/Parent-Infant Interactions Module – Train parents on parent-infant interactions and parent-child interactions. The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) Checklist, attached as **(Exhibit E)**.
- 16. Provide face-to-face meetings with the family at their place of residence, or other location if appropriate. All training contacts must be face-to-face contacts.
 - 17. Implement the program according to all SafeCare specifications to preserve program fidelity.
 - 18. Provide services during the day and evening hours.
 - 19. Carry caseloads not to exceed 12-15 families at a time per staff.

Referral/Intake

- 20. Ensure that families referred for services have no safety issues as assessed by the SDM assessment tool.
- 21. Conduct the first meeting with each family within ten (10) business days of receipt of referral.
- 22. Conduct three (3) face-to-face meetings with each family within twenty (20) working days of receipt of referral unless Contractor is unable to contact the family, or the family refuses services.
- 23. Document in the client record when the family accepts services.
- 24. Document in the Differential Response database if the family cannot be contacted, or refuses services.
- 25. Notify the County in writing if the family refuses to participate or does not participate in SafeCare.

Assessment

- 26. Assess health related behavior, parent role-play health scenarios, parent's ability to identify symptoms of illness and injuries, and determine if parents seek the most appropriate health treatment for their child. DPSS will provide standardized assessment forms.
- 27. Assess clients prior to the start of receiving services, and at the completion of services to measure change in parental attitudes.

Case Management

28. Conduct and document observations of parental knowledge and skills for the Health, Home Safety, and Parent-Child/Parent-Infant Interactions modules by using a set of observation checklists (provided by DPSS) which may include:
- a. Describing desired target behaviors
 - b. Explaining the rationale or reason for each behavior
 - c. Modeling each behavior (demonstrating desired behavior)
 - d. Asking the parent to practice behavior
 - e. Providing positive feedback (pointing out positive aspects of performance)
 - f. Providing constructive feedback (pointing out aspects of performance needing improvement), and
 - g. Reviewing parent's performance, having parent's practice areas that need improvement, and setting goals for the week.
29. Maintain client files for each family which includes:
- a. SafeCare documentation, as required
 - b. Authorization from the family of confidential information
 - c. Contact log/documentation describing the services provided at each visit
 - d. Assessment forms provided by DPSS, and
 - e. Discharge summary of client services and any additional referrals that were authorized.

Resources needed for SafeCare Implementation

30. SafeCare requires a few additional materials for conducting SafeCare implementation. The items listed below are needed for SafeCare training and implementation. Each SafeCare provider will need:
- a. A screwdriver for installing latches
 - b. A baby doll for doing role-plays with the parents
 - c. Access to a copier (DPSS will give all trainees master copies of the SafeCare assessment forms; copies of the assessments will need to be made for each family served), and
 - d. A clipboard and rolling file organizers to carry supplies.
31. Each SafeCare provider will need to provide each family with:
- a. Copies of the health manual (provided by DPSS) and other SafeCare forms
 - b. A First Aid Kit
 - c. A Childproofing Kit
 - d. A no choke test tube or tube for assessing choking hazards
 - e. A digital thermometer with cover
 - f. A medicine spoon
 - g. Other optional materials which may include:
 1. A packet of coloring sheets (can be printed from the internet) and box of crayons
 2. A toy for the child (walking child – age 5)
 3. A toy for the infant (0-walking age), and
 4. Stickers for reinforcing children's' positive behaviors.

B. REPORTING

The Contractor shall:

1. Submit Quarterly Outcome Progress reports.
2. Submit Annual Outcome Evaluation reports.

3. A Differential Response database tool will be provided by DPSS and maintained by the Contractor. Collected data may be published or reported in public forums; all results will be reported in aggregate. Under no circumstances will a client's identity be revealed. Data collected must be HIPAA compliant.
4. Enter required data into the Differential Response database within forty-eight (48) hours of a face-to-face meeting.
5. Submit all of the requested data for reports on an ongoing basis. The data for reports shall include:
 - a. Updated case record with client demographics
 - b. Service referrals
 - c. Follow-up contacts
 - d. Termination summary, and
 - e. Entrance and attendance information for all clients enrolled in the program.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$419,951.

2. UNIT OF SERVICE DEFINITION

A single Unit of Service is inclusive of the following:

One (1) unit of SafeCare in-home parenting is defined as one (1) single session with a family per week; AND must be a minimum of ninety (90) minutes of face-to-face time with a family. Sessions are not to exceed 20 units per family.

3. UNIT OF SERVICE COST RATE

Zone 1

(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service (Units are defined in Section C.2. above)	Total Cost (Multiply Column C by Column D)
126	2521	20	2521	\$119	\$299,999

Zone 2

(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service (Units are defined in Section C.2. above)	Total Cost (Multiply Column C by Column D)
50	1008	20	1008	\$119	\$119,952

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. The Contractor must submit a copy of the referral when the client first begins services as backup documentation with billing.
- c. The Contractor must include an itemized summary sheet with each month's billings. Contractor shall work with the County to develop the summary sheet.
- d. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- e. 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.
- f. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit A**), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- g. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

5. 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.

6. 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.

7. 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.

8. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **(Exhibit B)** and incorporated herein by this reference. The Contractor will sign and date **(Exhibit B)** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to

any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability

whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this 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.

6. INSURANCE

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

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

9. 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.

10. PERSONNEL

a. 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.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

11. SUBCONTRACT FOR SERVICES

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

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this 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;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

- (4) has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this 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

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

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with four (4) one-year renewal option(s).

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: Family Service Association
Chief Operating Officer
21250 Box Springs Road, Ste. 212
Moreno Valley, CA 92557

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) Multi-

Service and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this 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 Number: A

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

From: Family Service Association
Remit to Name
21250 Box Springs Road, Suite 212
Address
Moreno Valley CA 92557
City State Zip Code
Family Service Association
Contractor Name
CS-02417
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 (\$) _____

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 _____

Exhibit A

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

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

Family Service Association
NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

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

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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

May 23, 2012
Date


Director's Signature

21250 Box Springs Road, Ste. 212
Moreno Valley, CA 92557
Address of Family Service Association

SafeCare® Readiness Guide

NSTRC is delighted you are interested in SafeCare. Your success in implementing SafeCare (or any program) can be affected by how well prepared your staff and your organization is to do SafeCare. Below we provide some guidance and considerations to help optimize your SafeCare implementation.

I. Systems/Population

As with any evidenced-based program, SafeCare may only be effective with specific populations. Most research with SafeCare has been conducted with parents of young children, between birth and five years of age with a history of neglect or physical abuse or who have risk factors for neglect and/or abuse. Other related considerations for your organization include:

- Your agency should have an adequate referral base for the targeted population.
- You should be sure that your funding source can and will reimburse for SafeCare services o If you will bill for SafeCare services through an existing contract, be sure that the contract provides adequate reimbursement for SafeCare services, which generally consist of weekly 90 minute sessions for 18-20 weeks.
- It may be appropriate to orient your agency's referral sources about SafeCare and inform them about plans to implement SafeCare with appropriate referrals.

II. Your Agency

Your agency leadership is crucial for achieving sustained implementation of SafeCare. Leadership must be committed to support implementation of SafeCare and should take the following steps:

- Become familiar with NSTRC's implementation and training models to ensure that requirements can be met. Any concerns can be discussed with NSTRC.
- Communicate clearly with staff about what SafeCare is, and why it is being adopted.
- Soliciting and addressing the concerns of your staff about adopting SafeCare.
- Ensure that your managers and staff are committed to both workshop and in-field training for Home Visitors and Coaches. This includes planning to implement SafeCare according to NSTRC's implementation model.
- Emphasize the importance of delivering SafeCare to families in the way it was designed. That is, adhering to the model when implementing SafeCare.
- Commit to ongoing coaching and ensure that staff have adequate time to give/receive coaching
- Ensure that caseloads for Home Visitors conducting SafeCare are appropriate (10-12 families at a time), and that staff can complete all other work assignments.

NOTE: NSTRC routinely participates in an agency orientation prior to beginning training. NSTRC faculty or staff typically assists agency leadership in discussing the SafeCare model and related questions or concerns.

III. The staff that will receive SafeCare training

SafeCare is very structured and there are specific protocols to follow that include observational assessment, modeling, role playing, and giving feedback to parents. SafeCare is a straightforward intervention, and home visitors with a wide array of experience and education have been able to meet mastery in delivering the model. However, some staff may be more open to using SafeCare than others, and more open generally to learning new intervention techniques. You should think carefully about who would be a good fit for SafeCare.

Good candidates to become SafeCare Home Visitors are individuals who are:

- Comfortable delivering interventions to families in the home setting.

- Open to learning and implementing new curricula or intervention programs.
- Open to delivering a highly structured intervention.
- Able to be both creative and flexible in delivering services to families.
- Open and responsive to supervision and feedback.

Good candidates to become SafeCare Coaches are individuals who:

- Are willing and able to master the SafeCare model.
- Have good communication and interpersonal skills.
- Understand the importance of fidelity, and are committed to working with Home Visitors to ensure the model is conducted properly
- Have experience implementing new approaches, programs, or systems for working with families.

All Staff should be aware of SafeCare training processes and expectations

Home Visitors responsibilities include:

- Must attend a SafeCare Training Workshop for five days.
- Must demonstrate skills in the field to become certified SafeCare provider.
- Adherence to the SafeCare protocols is regularly monitored by their Coach through direct observation or recordings of sessions.
- Must participate in weekly team meetings with Coaches to discuss cases.

Coach responsibilities include:

- Must attend SafeCare Home Visitation training and achieve full certification.
- Must complete one day of additional training in SafeCare coaching.
- Must work with Home Visitor to monitor fidelity according to NSTRC's minimum required frequencies:
 - The first four family sessions (two must be live observations).
 - One session per month for the first year.
 - One session per quarter after the first year.
 - Fidelity assessment and coaching sessions should be done more frequently for Home Visitors who consistently fall below minimum standards (85%).
- Should conduct weekly meetings of all SafeCare staff to discuss SafeCare implementation.
- Will be regularly supported and monitored by their SafeCare Trainer to assist them in performing their coaching duties.
- Coaches should participate in periodic implementation meetings with NSTRC to assess organization progress in implementing SafeCare, program successes, and problem-solving techniques. NSTRC recommends quarterly meetings.

IV. Resources needed for SafeCare Training and implementation

SafeCare requires a few additional materials beyond what is normally needed for conducting home-based services.

Each Home Visitor will need:

- Digital audio recorder (one per Home Visitor) and batteries
- Screwdriver for installing latches (one per Home Visitor)
- Baby doll for doing role-plays with the parents (one per Home Visitor)
- Access to a copier (we will give all trainees master copies of the SafeCare assessment forms and a health manual; copies will need to be made for each family served)
- Clipboard, rolling file organizers to carry supplies

Each family will need:

- Copies of the health manual and other SafeCare forms
- Safety First Kit OR the following basic safety latches:
 - Cabinet latches
 - Door knob holders
 - Drawer latches

- No choke test tube or tube for assessing choking hazards (to leave with each family)
- Other optional materials:
 - Digital thermometer with cover (to leave with each family)
 - Packet of coloring sheets (can be printed from the internet) and box of crayons
 - Toys for Family (walking child – age 5)
 - Toys for Infant (0 – walking age)
 - Gloves
 - Stickers for reinforcing children’s positive behaviors
 - Band-aids
 - Health Kit

Home Accident Prevention Inventory (HAPI)-Revised: Home Visitor Version

Family: _____

Child: _____

Date: _____

Home Visitor: _____

Timing: _____

Baseline

Training

Follow-up

Hazard	No. of Hazards*	Comments
Poison Solids & Liquids		
1 Medications (tube, pill, liquid)		
2 Cleaners & deodorizers		
3 Alcoholic beverages		
4 Beauty products		
5 Pesticides, fertilizers, herbicides		
6 Paints/stains, solvents, polishes/waxes, petroleum products, & glues/adhesives		
7 Poisonous plants		
Fire & Electrical Hazards		
8 Combustibles		
9 Protective appliance covers		
10 Fireplaces without screens		
11 Outlet/switch without plates		
12 Electrical cords/plugs		
Suffocation by Mechanical Objects		
13 Plastics		
14 Crib cords		
Small Objects / Choking Hazards		
15 Ingestible small objects		
Sharp Objects		
16 Sharp objects		
Firearms		
17 Firearms		
Falling and Trip Hazards		
18 Balconies		
19 Steps		
20 Windows		
21 Objects on stairs or in areas where people walk		
Crush Hazards		
22 Heavy objects, boxes, etc. the child could pull onto self		
Drowning Hazards		
23 Standing water in bathtubs/sinks/buckets		
24 Unsecured toilet		
Organic Matter and Allergens		
25 Decaying food		
26 Excess dust, dirt, animal hair, etc.		
27 Evidence of infestations, such as roaches, roach or rodent droppings, or roach eggs		
Total Hazards		

*Count individual hazards up to 10. For >10 hazards, make an estimate.

Room: _____ Eye Level Height: _____ Reach Height: _____

Planned Activities Training (PAT) Checklist-General: Home Visitor Version

Parent Name: _____ Date: _____
 Child Name: _____ Home Visitor Name: _____
 Activity: _____ Situation: Baseline Training Follow-up

Parent Behavior	Score √+, √, -	Priority Rating	Notes
Prepare in advance Get supplies ready in advance; give advance warning Have a plan for what you are going to do			
Explain the activity Get child's attention; be positive and excited Explain the activity so child knows what to expect			
Explain the rules Simple, clear, and easy to follow Tell child what to do instead of what not to do			
Explain the consequences For following rules and for not following rules Be realistic and always follow through with what you say			
Give choices Choice of activities, materials, what comes first Keeps child interested in the activity			
Talk about what you are doing Talk and ask questions about what your child is doing Follow child's lead; teach simple skills			
Use good interacting skills <input type="checkbox"/> On child's level ___ <input type="checkbox"/> Paying attention to child ___ <input type="checkbox"/> Touching affectionately ___ <input type="checkbox"/> Talking to child warmly ___			
Ignore minor misbehavior Praise your child for good behavior Don't pay attention to minor problems			
Give feedback Describe what your child did that was great What should he/she work on next time?			
Provide rewards/consequences Natural rewards: praise, favorite activities, attention Use the things your child already likes as rewards			

Percent scored as √ or √+

Please check if you see any

Negative verbalizing ___ Instructing harshly ___ Negative touching ___

Scoring:

- √+ Completed the step well
- √ Completed the step correctly, but could use improvement
- Completed the step minimally or did not do the step when it was appropriate to do it

N/A Not Applicable

Priority Ratings: U=Urgent HP=High Priority M=Monitor

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

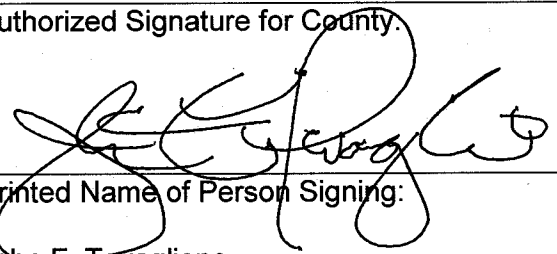
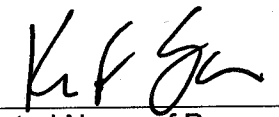
SERVICES CONTRACT: CS-02390
CONTRACTOR: Catholic Charities San Bernardino Riverside
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$830,507.80


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

WHEREAS, Catholic Charities San Bernardino Riverside is qualified to provide a Multi-Service Model:

WHEREAS, DPSS desires Catholic Charities San Bernardino Riverside, 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 Catholic Charities San Bernardino Riverside 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Ken Sawa
Title: Chair, Board of Supervisors	Title: CEO Executive Vice President
Address: 4080 Lemon Street Riverside, CA 92501	Address: 1450 North D St San Bernardino, CA 92405
Date Signed: 6/12/12	Date Signed: 5/30/12

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

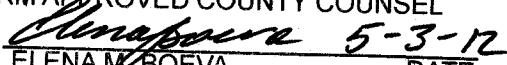
FORM APPROVED COUNTY COUNSEL
 BY:  5-3-12
 ELENA M. BOEVA DATE

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CONTRACT TERMS AND CONDITIONS**I. DEFINITIONS**

- A. "ACT" refers to the Assessment and Consultation Team of the County of Riverside Department of Mental Health. ACT Clinicians may provide DPSS referrals to the Contractor.
- B. "Anger Management" is defined as the process of learning to increase the positive aspects/functions of anger and decrease the negative functions. The goals are to communicate feelings, problem solve, take control of a situation, and to avoid unnecessarily defending oneself or becoming aggressive. Anger Management Groups do not address the attitudinal beliefs (i.e. entitlement, use of power and control tactics, etc.) that are an integral part of the cycle of domestic violence. Anger Management programs are designed to educate people who have a global problem with anger.
- C. "CAU" refers to the Contracts Administration Unit in DPSS.
- D. "CAPIT" refers to the Child Abuse Prevention, Intervention, and Treatment funding allocation.
- E. "CAU" refers to the Riverside County Department of Public Social Services Contracts Administration Unit.
- F. "CBCAP" refers to the Community Based Child Abuse Prevention funding allocation.
- G. "CDSS" refers to the California Department of Social Services.
- H. "Client" or "participant" refers to a person receiving services under this agreement.
- I. "Contractor" or "Provider" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- J. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- K. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to DPSS clients in the County of Riverside.
- L. "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- M. "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this agreement, DPSS and County are used interchangeably.
- N. "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as, abuse perpetrated against any of the following persons:
 - (a) A spouse or former spouse
 - (b) A cohabitant or former cohabitant, as defined in Section 6209
 - (c) A person with whom the respondent is having or has had a dating or engagement relationship
 - (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 (commencing with Section 7600) of Division 12)
 - (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act
 - (f) Any other person related by consanguinity or affinity within the second degree.
- O. "Domestic Violence Batterers Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and/or children.

- P. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- Q. "Evening" is defined as after 6 pm.
- R. "Family Preservation Services" refers to services defined by the Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- S. "Families Support Services" refers to services defined by SOCIAL SECURITY ACT SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- T. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- U. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- V. "Licensed Clinical Therapist" refers to a Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Educational Psychologist (LEP), Psychologist, or a direct supervised status as a Marriage and Family Therapist Intern (IMF), Associate Clinical Social Workers (ASW), or Psychological Assistant. Credentials of all facilitators must be current, active, and in clear status with the State of California Board of Behavioral Science or California Board of Psychology for the entire duration of the contract. Marriage Family Therapist Trainees may be used, as long as they are under the direct supervision of a currently Licensed Clinical Therapist. Supervisors must have been licensed for at least two (2) years.
- W. "Parenting Education Classes" refers to services intended for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision. These classes are generally performed within a group setting and involve active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- X. "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- Y. "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's seven regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- Z. "PSSF" refers to the Promoting Safe and Stable Families Program. The primary goals of PSSF are the prevention of unnecessary separation of children from their home, improve the quality of care and services to children and their families,
- AA. "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.

- BB. "RCEDB" refers to the Riverside County Evaluation Database.
- CC. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- DD. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- EE. "TDM" shall refer to Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- FF. "W&I Code" refers to the California Welfare and Institutions Code.
- GG. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and Catholic Charities San Bernardino Riverside.
- B. Monitor the performance of Catholic Charities San Bernardino Riverside in meeting the terms, conditions and services in this 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. Pay for all clients referred under this agreement, except when a client has been referred to domestic violence prevention and is criminally convicted pursuant to Penal Codes 273a, 273d or 1203.097. If a client is criminally convicted after their referral to this program, the Contractor will not bill DPSS for these services and instead seek reimbursement from the client. If the client is either unable to pay, the Contractor will bill DPSS. The Contractor will not bill both DPSS and the client for the same services.

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL CONTRACTOR RESPONSIBILITIES

1. Assign staff to be liaison between Catholic Charities San Bernardino Riverside and DPSS.
2. Provide or collaborate with other community partners to provide all of the following services: Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education, and Substance Abuse in Zones 1 and 3. Zones are defined in the Geographical Zone, attached hereto as Exhibit C, and incorporated herein by this reference.
3. Work with the County to develop Program Outcomes.
4. Clients may be referred from the County, Differential Response or other community providers, or may be a walk-in.
5. Provide services in English and Spanish. Services must be available during the day and evenings. Evening is defined as after 6 pm.

6. Conduct criminal background record checks on all employees, subcontractors, and volunteers providing services under this agreement. The Contractor must receive a criminal records clearance from the State of California Department of Justice before the individual can provide services to clients. The Contractor must retain a statement affirming that the employee/subcontractor/volunteer has completed and passed the background check in each person's personnel file.
7. Enter information for all clients in the Riverside County Evaluation Database (RCEDB) upon client intake and when a client leaves the program.
8. Train staff to identify substance abuse and immediately report any client who appears to be chronic or serious users of alcohol and/or drugs to the County.
9. Contractor's liaison will participate in Team Decision Making (TDM) Meetings or Joint Operational Meetings (JOM) when requested to do so by the County. Record all TDMs in the client's case file.
10. Maintain client files in a neat and organized manner that ensures client confidentiality and HIPAA compliance. Files must be kept as follows:
 - a. Group Files
 - Sign-in sheets for all sessions
 - Topics/agenda from each session
 - b. Individual Files
 - Basic demographic information for each client
 - Assessment and treatment plan
 - Client Intake Measures
 - Client Mid-Service Measures (if applicable)
 - Client Exit Measures (if applicable)
 - Referral Date (if applicable)
 - Intake and date services started
 - Dates of JOM or TDM attended (if applicable)
 - Written agreement with client (if applicable)
 - Closing assessment and summary (if applicable)
11. The Contractor must to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills, and/or other relevant indicators. DPSS will supply Contractors with the Client Intake Measure, Client Mid-Service Measure (if applicable), and the Client Exit Measure.
12. All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCSW, or Psychologists who supervise MFT Interns, LCSW Associates, or Psychological Assistants.
13. The Contractor cannot bill multiple sources for the same services, e.g., the Contractor may not bill Medi-Cal and DPSS for the same group.
14. Services must be provided within fifteen (15) minutes walking distance from public transportation access, except for residential substance abuse and in-home parenting education. Service locations provided more than fifteen (15) minutes walking distance must be approved in writing by the County.

B. ANGER MANAGEMENT SCOPE OF SERVICES

1. All Anger Management Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.

2. Provide Anger Management Groups.
3. Each group sessions must be (two) 2 hours of in-class, face to face session.
4. Anger Management is a sixteen (16) week program, with a different group topic offered weekly.
5. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed class.
6. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph a. Maximum Reimbursable Amount of this contract.
7. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented.
8. Complete an enrollment/intake within ten (10) calendar days of the initial client contact for all clients. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
9. All clients must begin classes within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email immediately.

C. COUNSELING SCOPE OF WORK

1. All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Individual and group counseling sessions must be a minimum of 50 minutes of face-to-face contact between the counselor and the client(s), and are limited to a maximum of sixteen (16) sessions per client. The Contractor must obtain prior written approval by the County for any client needing more than sixteen (16) counseling sessions. Approval can only be given by a DPSS level supervisor or above.
3. Group counseling sessions must be a minimum of 90 minutes of face-to-face contact between the counselor and a group of clients. Sessions may not exceed fifteen (15) clients to one (1) facilitator.
4. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed session.
5. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
6. An enrollment/intake must be completed within ten (10) calendar days of the initial client contact for all clients. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
7. All clients must begin counseling within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin counseling, the Contractor must notify DPSS via email.

D. DOMESTIC VIOLENCE SCOPE OF WORK

1. All Domestic Violence Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Domestic violence groups may include, but are not limited to, lectures, classes, group sessions, and counseling, and must be fifty-two (52) weeks long.
3. Separate all domestic violence groups by gender. Perpetrators and victims must not attend the same groups.
4. Provide weekly two (2) hour group sessions. Sessions may not exceed fifteen clients to one (1) facilitator.
5. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed class.
6. Contractors must enter into a written agreement with each client with respect to the responsibilities each perpetrator must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.
7. For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an enrollment/intake. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
8. An enrollment/intake must be completed within ten (10) calendar days of the initial client contact for all clients. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
9. All clients must begin domestic violence within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

E. IN-HOME PARENTING EDUCATION SCOPE OF WORK

1. In-Home Parenting Education will include direct skill training in child behavior management and planned activities training, with the parent(s), and whenever possible with child(ren) present.
2. Limit In-Home Parenting Education services to one (1) visit per day and a maximum of ninety (90) calendar days per family. The Contractor must obtain prior written approval by the County for any client needing additional services. Approval can only be given by a DPSS level supervisor or above.
3. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
4. All clients must begin In-Home Services within thirty (30) calendar days of the referral. If a client is not able to begin classes, the Contractor must notify DPSS via email.

F. PARENTING EDUCATION SCOPE OF WORK

1. Classes are conducted in a group setting and may be presented through lecture, videotapes, and/or group discussion.

2. Each class is two (2) hours in duration for ten (10) weeks. Clients may not attend more than one (1) session in a seven (7) day period, unless the client is making up a missed class.
3. As mandated in W&I Code 16507.7, the curriculum must include all of the following components:
 - a. Building self-esteem, including, but not limited to, parents building a positive parental identity and building the self-esteem of their children;
 - b. Handling stress and anger;
 - c. The growth and development of children, including, but not limited to, safety, nutrition, and health;
 - d. Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children;
 - e. Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect;
 - f. Learning the boundaries of permissible sexual conduct by adults with regard to children;
 - g. Respect for, and sensitivity to, cultural differences in child rearing practices.
4. Enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.
5. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
6. An enrollment/intake must be completed within ten (10) calendar days of the initial client contact for all clients. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
7. All clients must begin parenting classes within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.

G. SUBSTANCE ABUSE SCOPE OF WORK

1. Individual Outpatient Counseling - Each client shall receive one (1) to two (2) individual sessions.
2. Group Outpatient Counseling - Group counseling sessions will be scheduled weekly. Counseling sessions must be a minimum of sixty (60) minutes to a maximum of ninety (90) minutes of face-to-face sessions.
3. Intensive Outpatient - Conduct intensive outpatient as a twelve (12) week program, consisting of group, education, and family support services.
4. Medical Detoxification
 - a. Clients will remain in detoxification from five (5) to seven (7) days for each client.
 - b. Medical Detoxification must be under medical supervision.

5. Residential Treatment
 - a. Clients will remain in residential treatment for a maximum of thirty (30) days.
 - b. Residential facilities must be open 24 hours per day, 7 days a week.
 - c. All residential facilities offering detoxification, group, individual, or educational sessions; and/or recovery or treatment planning must be licensed by the California Department of Alcohol and Drug Programs.
6. Contact all clients referred by the County or other community provider within two (2) business days to schedule services. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.
7. All clients must begin services within ten (10) calendar days of a referral. If a client is not able to begin services in that time, the Contractor must notify the County via email immediately. The Contractor will notify the County when any client is a "no-show" three (3) times. Exceptions to the time frame listed must be documented in writing. All attempts to contact the client must be included.

H. REPORTING

1. The Contractor shall submit the following to the Program Evaluator:
 - a. **Client Intake Measure** - A Client Intake Measure must be completed and entered into RCEDB for every client within thirty (30) calendar days of the client first receiving services. The Contractor must notify the County of any client refusing to complete the intake form. Clients who do not complete the intake may not continue to receive services.
 - b. **Client Mid-Service Measure** - For clients receiving services with a Mid-Service Measure, the Contractor must complete and enter the Client Mid-Service Measure within thirty (30) calendar days. Clients who do not complete the Mid-Service Measure may not continue to receive services.
 - c. **Client Exit Measure** - Client exit measures must be completed and entered into RCEDB for each client completing or exiting the program within thirty (30) calendar days. If a client does not complete the Exit Outcome, the Contractor must complete the Exit Measure on behalf of the client and submit it to the RCEDB.
 - d. **Client Satisfaction Surveys** - Surveys must be completed three times a year as required by the Program Evaluator. Surveys must be given to each client and sent to the Program Evaluator upon completion. The Contractor must work with the Program Evaluator to complete the surveys.
2. Other Reports
 - a. Social Worker Reports - The Contractor must provide progress reports on any client to the assigned social worker and/or assigned social worker's supervisor as requested.

I. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$830,507.80.

	Zone	Billing Cost per Unit of Service as defined in Section III., paragraph I. "Fiscal", subsection 2.g. of this contract		Maximum Amount
Anger Management	1	# of Clients in group	Prorated Group Amount	\$45,600.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
	3	# of Clients in group	Prorated Group Amount	\$38,400.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
Individual/Family Counseling	1	\$70.00		\$207,500.00
	3	\$70.00		\$59,980.00
Group Counseling	1	# of Clients in group	Prorated Group Amount	\$14,400.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
	3	# of Clients in group	Prorated Group Amount	\$15,350.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
Domestic Violence Batters Group	1	# of Clients in group	Prorated Group Amount	\$65,164.00
		6+	\$175.00	
		5	\$145.83	
		4	\$116.67	
		3	\$87.50	
		2	\$58.33	
		1	\$29.17	
	3	# of Clients in group	Prorated Group Amount	\$36,400.00
		6+	\$175.00	
		5	\$145.83	
		4	\$116.67	
		3	\$87.50	
		2	\$58.33	

	Zon e	Billing Cost per Unit of Service as defined in Section III., paragraph I. "Fiscal", subsection 2.g. of this contract		Maximum Amount
		1	\$29.17	
In-Home Parenting	1	\$225.00		\$22,500.00
	3	\$225.00		\$50,363.80
Parenting Education	1	# of Clients in group	Prorated Group Amount	\$49,950.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
	3	# of Clients in group	Prorated Group Amount	\$24,900.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
Substance Abuse Individual Outpatient Counseling	1	\$70.00		\$58,200.00
	3	\$75.00		\$18,750.00
Substance Abuse Group Outpatient Counseling	1	# of Clients in group	Prorated Group Amount	\$28,000.00
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
	3	# of Clients in group	Prorated Group Amount	\$10,500
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
		1	\$25.00	
Substance Abuse Drug Testing	1	\$25.00		\$16,775.00
	3	\$25.00		\$3,500
Substance Abuse Medical Detoxification	1	\$105.00		\$3,150.00
	3	\$105.00		\$2,625.00
Substance Abuse Residential Services	1	\$65.00		\$43,875.00
	3	\$65.00		\$14,625.00

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. 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 a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A) for each zone, following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. The Contractor must include an itemized summary sheet with each months billings. Contractor shall work with the County to develop the summary sheet.
- f. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for June are due no later than the 30th of July.
- g. Unit of service definitions and acceptable supporting documentation is listed on the table below.

Service	Unit of Service Definition A single unit must include all of the following	Acceptable Supporting Documentation
<p>Anger Management</p> <p>Parenting Education Groups</p>	<ul style="list-style-type: none"> • One (1) group session; • Must be a minimum of two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Facilitator name and signature; and, • If client was referred by the County or was a self-referral (walk-in).

<p>Group Counseling</p>	<ul style="list-style-type: none"> • One group session; • Must be a minimum of ninety (90) minutes of face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Facilitator name and signature; and, • If client was referred by the County or was a self-referral (walk-in).
<p>Individual/conjoint/family psychological counseling</p>	<ul style="list-style-type: none"> • One counseling session; • Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist and one client; and, • Clients are limited to a maximum of sixteen (16) sessions. 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Beginning time; • Length of session • Date; • Licensed Clinical Therapist name; and, • If client was referred by the County or was a self-referral (walk-in).
<p>Domestic Violence Batters Group</p>	<ul style="list-style-type: none"> • One (1) group session; • Must be a minimum of two (2) hours of group, face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Each client must be enrolled in a fifty-two (52)-week program. 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Facilitator name and signature; and, • If client was referred by the County or was a self-referral (walk-in).

In-Home Parenting Education	<ul style="list-style-type: none"> • One (1) single visit; • Only one (1) visit per client is allowed per day; and, 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Date of visit; • Beginning time; • Length of visit; • Facilitator name; • If client was referred by the County or was a self-referral (walk-in).
Substance Abuse (SA) Individual Outpatient Counseling	One (1) counseling session;	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Beginning and ending time; • Date; • Licensed Clinical Therapist name; • If client was referred by the County or was a self-referral (walk-in).
SA Intensive Outpatient	One (1) client per day	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Date; • Facilitator Name; • If client was referred by the County or was a self-referral (walk-in).
SA Drug Testing	One (1) drug test kit.	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; and, • Test Date; • If client was referred by the County or was a self-referral (walk-in).

SA Medical Detoxification	One (1) client per day.	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Date of services; • Name of medical physician overseeing detoxification; • If client was referred by the County or was a self-referral (walk-in).
SA Residential Services	One (1) client per day	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Name of facility; • Date of services for each client; • Signature from supervising residential treatment facility; • If client was referred by the County or was a self-referral (walk-in).
SA Group Outpatient Counseling	<ul style="list-style-type: none"> • One (1) class; • Must in Must be a minimum of sixty (60) minutes of face-to-face contact between the facilitator and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Topic discussed; • Facilitator name and signature; • If client was referred by the County or was a self-referral (walk-in).

3. CASH / IN-KIND MATCH

The Contractor shall provide \$43,546.65. as a cash and/or in-kind match. The match is to be reported to the County using DPSS Form 2076B and Instructions (Exhibit A). Any funding from the California Department of Social Services cannot be used as a match.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this 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.

J. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahw.net.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise

provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service, benefit, or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this 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.

6. INSURANCE

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

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

9. 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.

10. PERSONNEL

a. 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.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

11. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - (2) has within a 3-year period preceding this 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;
 - (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this 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. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL**A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2012 to June 30, 2013, with 4 one-year renewal option(s).

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

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this 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) Multi-Service and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this 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

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

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

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

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

INSTRUCTION FOR 2076A and 2076B

Department of Public Social Services

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

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments).

(Please type or print information on all DPSS Forms.)

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

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

Catholic Charities of Riverside San Bernardino

NAME OF ORGANIZATION

(HEREINAFTER CALLED THE "CONTRACTOR")

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

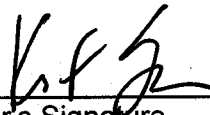
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

5/30/12

Date



Director's Signature

1450 North D St
San Bernardino, CA 92405
Address of Catholic Charities San Bernardino Riverside

Geographical Zones

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

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

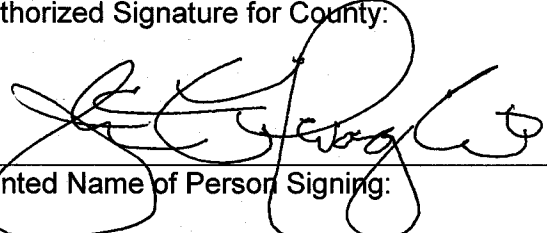
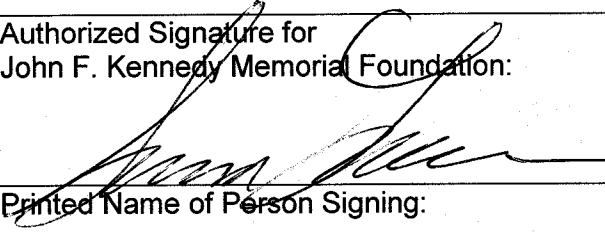
SERVICES CONTRACT: CS-02419
CONTRACTOR: John F. Kennedy Memorial Foundation
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$95,886

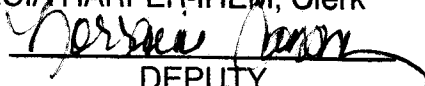
WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide SafeCare and Differential Response Services in Zone 3.

WHEREAS, John F. Kennedy Memorial Foundation is qualified to provide the SafeCare program to Differential Response clients:

WHEREAS, DPSS desires John F. Kennedy Memorial Foundation, 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 John F. Kennedy Memorial Foundation: 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Susan Francis
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73555 San Gorgonio Way Palm Desert, CA 92260
Date Signed: 6/12/12	Date Signed:

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

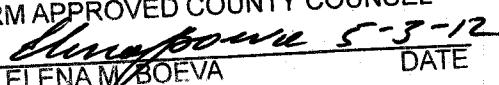
FORM APPROVED COUNTY COUNSEL
 BY:  5-3-12
 ELENA M. BOEVA DATE

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List of Exhibits

- Exhibit A- DPSS 2076A, DPSS 2076B & Instructions
- Exhibit B- Assurance of Compliance
- Exhibit C – SafeCare Readiness Guide
- Exhibit D – Home Accident Prevention Inventory (HAPI-R)
- Exhibit E – Planned Activities Training (PAT) Checklist

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CAU" refers to the Contracts Administration Unit in DPSS.
- B. "CDSS" refers to the California Department of Social Services.
- C. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to CWS clients in the County of Riverside.
- D. "Contractor" or "Provider" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- E. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- F. "CTF" refers to the Children's Trust Fund.
- G. "County" refers the County of Riverside and its Department of Public Social Services.
- H. "DPH" refers to the Department of Public Health.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services which has administrative responsibility for this Contract.
- J. "DR" refers to Differential Response. DR is a joint assessment of the family in response to an incoming referral, made by the DPSS Social Worker and an assigned Community-based organization.
- K. "Evening" is defined as after 6 pm.
- L. "Evidence Based Practice" refers to service delivery which uses the best research evidence, the best clinical experience, and is consistent with family and client values.
- M. "Fidelity" refers to the extent to which an intervention is implemented as intended by the designers of the intervention.
- N. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- O. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- P. "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- Q. "JOM" refers to "Joint Operational Meetings" and are held between the Contractor and DPSS.
- R. "NSTRC" refers to the National SafeCare Training and Research Center.
- S. "Parent" refers to a parent or legal guardian.
- T. "PHN" refers to a Public Health Nurse.
- U. "Prevention Services" refers to community-based and prevention-focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- V. "PCARC" refers to Prevent Child Abuse Riverside County. PCARC is Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's seven regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).

- W. "PSSF" refers to the Promoting Safe and Stable Families allocation. Federal PSSF funds are used primarily to prevent the unnecessary separation of children from their families, improve the quality of care and services to children and their families, and ensure permanency for children by reuniting them with their parents, by adoption or by another permanent living arrangement.
- X. "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.
- Y. "SafeCare" is an evidence-based parent-training curriculum for parents with young children who are at risk and/or have been reported for maltreatment. Through SafeCare, trained professionals work with at-risk families in their home environments to improve parents' skills in several domains (Source: <http://publichealth.gsu.edu/968.html>).
- Z. "SDM" refers to Structured-Decision Making, a set of evidence-based and standardized assessment tools that use clearly defined and consistently applied decision-making criteria for screening for investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan (Source: US DHHS).
<http://www.childwelfare.gov/systemwide/assessment/approaches/decision.cfm>).
- AA. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- BB. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- CC. "SSW" refers to a CSD social worker.
- DD. "TDM" refers to Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan, and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- EE. "W&I Code" refers to the California Welfare and Institutions Code.
- FF. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and John F. Kennedy.
- B. Refer families electronically through the DR Case Management system. The referral will contain a summary assessment and prioritized service needs.
- C. Monitor the performance of John F. Kennedy 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.

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL CONTRACTOR RESPONSIBILITIES

Administration

1. Assign staff to be liaison between Family Service Association and DPSS.
2. Offer services in English and Spanish.
3. Offer all services in Zones 1 and 2.
4. Attend TDM sessions when requested to do so by the referring social worker.
5. Participate in JOMs as requested.
6. Ensure that staff possess a Bachelor's Degree in the Behavioral Science field or have adequate paraprofessional experience which is to be approved by DPSS.
7. Seek approval for all subcontractors in writing by the County.
8. Provide services to clients who are residents of Riverside County.
9. Work with the County to develop program outcomes.

SafeCare Training

10. Staff shall attend successfully complete the SafeCare Certification and attend the following training, meetings, and coaching training within 90 days of the contract approval as follows:
 - a. Attend a five-day on-site training by the Department of Public Health, Public Health Nurses (PHNs) from Riverside County,
 - b. Attend weekly one hour team meetings,
 - c. Have four initial coached visits by a PHN, and
 - d. Participate in the Structured Decision Making (SDM) training and Differential Response web-based application training provided by DPSS.

Implementation/Program Service Requirements

11. Work with families who have a history of child maltreatment and/or families with risk factors for child maltreatment. These families participate on a voluntary basis and may or may not have an open dependency case with CSD.
12. Provide each family up to 20 weekly 90 minute sessions. This will include completion of assessments, surveys, and documentation as required. Assessments will be completed before and after each of the three training modules (Child Healthcare, Parent-Child Interaction, Home Safety).
13. Adhere to the National SafeCare Training and Research (NSTRC) implementation model. Important aspects of this model are described in the "SafeCare Readiness Guide" (Exhibit C).
14. Train parents with young children using the following modules during home visits:
 - a. Health Module – Train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis.
 - b. Home Safety Module – Teach parents to identify and eliminate safety and health hazards by making them inaccessible to children. The Home Accident Prevention

Inventory-Revised (HAPI-R), attached as **(Exhibit D)**, will be used and is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes.

- c. Parent-Child/Parent-Infant Interactions Module – Train parents on parent-infant interactions and parent-child interactions. The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) Checklist, attached as **(Exhibit E)**.
15. Provide face-to-face meetings with the family at their place of residence, or other location if appropriate. All training contacts must be face-to-face contacts.
 16. Implement the program according to all SafeCare specifications to preserve program fidelity.
 17. Provide services during the day and evening hours.
 18. Carry caseloads not to exceed 12-15 families at a time per staff.

Referral/Intake

19. Ensure that families referred for services have no safety issues as assessed by the SDM assessment tool.
20. Conduct the first meeting with each family within ten (10) business days of receipt of referral.
21. Conduct three (3) face-to-face meetings with each family within twenty (20) working days of receipt of referral unless Contractor is unable to contact the family, or the family refuses services.
22. Document in the client record when the family accepts services.
23. Document in the Differential Response database if the family cannot be contacted, or refuses services.
24. Notify the County in writing if the family refuses to participate or does not participate in SafeCare.

Assessment

25. Assess health related behavior, parent role-play health scenarios, parent's ability to identify symptoms of illness and injuries, and determine if parents seek the most appropriate health treatment for their child. DPSS will provide standardized assessment forms.
26. Assess clients prior to the start of receiving services, and at the completion of services to measure change in parental attitudes.

Case Management

27. Conduct and document observations of parental knowledge and skills for the Health, Home Safety, and Parent-Child/Parent-Infant Interactions modules by using a set of observation checklists (provided by DPSS) which may include:

- a. Describing desired target behaviors
 - b. Explaining the rationale or reason for each behavior
 - c. Modeling each behavior (demonstrating desired behavior)
 - d. Asking the parent to practice behavior
 - e. Providing positive feedback (pointing out positive aspects of performance)
 - f. Providing constructive feedback (pointing out aspects of performance needing improvement), and
 - g. Reviewing parent's performance, having parent's practice areas that need improvement, and setting goals for the week.
28. Maintain client files for each family which includes:
- a. SafeCare documentation, as required
 - b. Authorization from the family of confidential information
 - c. Contact log/documentation describing the services provided at each visit
 - d. Assessment forms provided by DPSS, and
 - e. Discharge summary of client services and any additional referrals that were authorized.

Resources needed for SafeCare Implementation

29. SafeCare requires a few additional materials for conducting SafeCare implementation. The items listed below are needed for SafeCare training and implementation. Each SafeCare provider will need:
- a. A screwdriver for installing latches
 - b. A baby doll for doing role-plays with the parents
 - c. Access to a copier (DPSS will give all trainees master copies of the SafeCare assessment forms; copies of the assessments will need to be made for each family served), and
 - d. A clipboard and rolling file organizers to carry supplies.
30. Each SafeCare provider will need to provide each family with:
- a. Copies of the health manual (provided by DPSS) and other SafeCare forms
 - b. A First Aid Kit
 - c. A Childproofing Kit
 - d. A no choke test tube or tube for assessing choking hazards
 - e. A digital thermometer with cover
 - f. A medicine spoon
 - g. Other optional materials which may include:
 - 1. A packet of coloring sheets (can be printed from the internet) and box of crayons
 - 2. A toy for the child (walking child – age 5)
 - 3. A toy for the infant (0-walking age), and
 - 4. Stickers for reinforcing childrens' positive behaviors.

B. REPORTING

The Contractor shall:

- 1. Submit Quarterly Outcome Progress reports.
- 2. Submit Annual Outcome Evaluation reports.
- 3. A Differential Response database tool will be provided by DPSS and maintained by the Contractor. Collected data may be published or reported in public forums; all results will be reported in aggregate. Under no circumstances will a client's identity be revealed. Data collected must be HIPAA compliant.

4. Enter required data into the Differential Response database within forty-eight (48) hours of a face-to-face meeting.
5. Submit all of the requested data for reports on an ongoing basis. The data for reports shall include:
 - a. Updated case record with client demographics
 - b. Service referrals
 - c. Follow-up contacts
 - d. Termination summary, and
 - e. Entrance and attendance information for all clients enrolled in the program.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$95,886.

2. UNIT OF SERVICE DEFINITION

A single Unit of Service is inclusive of the following:

One (1) unit of SafeCare in-home parenting is defined as one (1) single session with a family per week; AND must be a minimum of ninety (90) minutes of face-to-face time with a family. Sessions are not to exceed 20 units per family.

3. UNIT OF SERVICE COST RATE

Zone 3

(Column A) Estimated # of Families to be served	(Column B) Estimated # of Sessions	(Column C) Total Estimated Sessions per Family	(Column D) Total Number of Units the Agency can provide in one year	(Column E) Cost for each unit of service Units are defined in (Section C.2. above)	Total Cost (Multiply Column C by Column D)
50	900	20	900	\$106.54	\$95,886

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. The Contractor must submit a copy of the referral when the client first begins services as backup documentation with billing.
- c. The Contractor must include an itemized summary sheet with each month's billings. Contractor shall work with the County to develop the summary sheet.
- d. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- e. 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.
- f. The Contractor shall submit DPSS Forms 2076A, 2076B(if applicable) (**Exhibit A**), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.

- g. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

5. 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.

6. 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.

7. 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.

8. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **(Exhibit B)** and incorporated herein by this reference. The Contractor will sign and date **(Exhibit B)** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other

pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this 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.

6. INSURANCE

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

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

9. 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.

10. PERSONNEL

a. 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.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

11. SUBCONTRACT FOR SERVICES

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

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this 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;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this 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

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

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with four (4) one-year renewal option(s).

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: John F. Kennedy Memorial Foundation
Chief Executive Officer
73555 San Gorgonio Way
Palm Desert, CA 92260

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) Multi-

Service and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this 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 Number: A

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

From: John F. Kennedy Memorial Foundation
Remit to Name
73555 San Gorgonio Way
Address
Palm Desert CA 92260
City State Zip Code
John F. Kennedy Memorial Foundation
Contractor Name
CS-02419
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

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

John F. Kennedy Memorial Foundation
NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

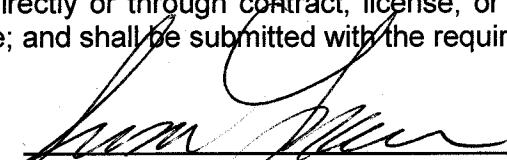
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with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

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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

5-15-12
Date


Director's Signature

73555 San Gorgonio Way
Palm Desert, CA 92260
Address of John F. Kennedy

SafeCare® Readiness Guide

NSTRC is delighted you are interested in SafeCare. Your success in implementing SafeCare (or any program) can be affected by how well prepared your staff and your organization is to do SafeCare. Below we provide some guidance and considerations to help optimize your SafeCare implementation.

I. Systems/Population

As with any evidenced-based program, SafeCare may only be effective with specific populations. Most research with SafeCare has been conducted with parents of young children, between birth and five years of age with a history of neglect or physical abuse or who have risk factors for neglect and/or abuse. Other related considerations for your organization include:

- Your agency should have an adequate referral base for the targeted population.
- You should be sure that your funding source can and will reimburse for SafeCare services ○ If you will bill for SafeCare services through an existing contract, be sure that the contract provides adequate reimbursement for SafeCare services, which generally consist of weekly 90 minute sessions for 18-20 weeks.
- It may be appropriate to orient your agency's referral sources about SafeCare and inform them about plans to implement SafeCare with appropriate referrals.

II. Your Agency

Your agency leadership is crucial for achieving sustained implementation of SafeCare. Leadership must be committed to support implementation of SafeCare and should take the following steps:

- Become familiar with NSTRC's implementation and training models to ensure that requirements can be met. Any concerns can be discussed with NSTRC.
- Communicate clearly with staff about what SafeCare is, and why it is being adopted.
- Soliciting and addressing the concerns of your staff about adopting SafeCare.
- Ensure that your managers and staff are committed to both workshop and in-field training for Home Visitors and Coaches. This includes planning to implement SafeCare according to NSTRC's implementation model.
- Emphasize the importance of delivering SafeCare to families in the way it was designed. That is, adhering to the model when implementing SafeCare.
- Commit to ongoing coaching and ensure that staff have adequate time to give/receive coaching
- Ensure that caseloads for Home Visitors conducting SafeCare are appropriate (10-12 families at a time), and that staff can complete all other work assignments.

NOTE: NSTRC routinely participates in an agency orientation prior to beginning training. NSTRC faculty or staff typically assists agency leadership in discussing the SafeCare model and related questions or concerns.

III. The staff that will receive SafeCare training

SafeCare is very structured and there are specific protocols to follow that include observational assessment, modeling, role playing, and giving feedback to parents. SafeCare is a straightforward intervention, and home visitors with a wide array of experience and education have been able to meet mastery in delivering the model. However, some staff may be more open to using SafeCare than others, and more open generally to learning new intervention techniques. You should think carefully about who would be a good fit for SafeCare.

Good candidates to become SafeCare Home Visitors are individuals who are:

- Comfortable delivering interventions to families in the home setting.

- Open to learning and implementing new curricula or intervention programs.
- Open to delivering a highly structured intervention.
- Able to be both creative and flexible in delivering services to families.
- Open and responsive to supervision and feedback.

Good candidates to become SafeCare Coaches are individuals who:

- Are willing and able to master the SafeCare model.
- Have good communication and interpersonal skills.
- Understand the importance of fidelity, and are committed to working with Home Visitors to ensure the model is conducted properly
- Have experience implementing new approaches, programs, or systems for working with families.

All Staff should be aware of SafeCare training processes and expectations

Home Visitors responsibilities include:

- Must attend a SafeCare Training Workshop for five days.
- Must demonstrate skills in the field to become certified SafeCare provider.
- Adherence to the SafeCare protocols is regularly monitored by their Coach through direct observation or recordings of sessions.
- Must participate in weekly team meetings with Coaches to discuss cases.

Coach responsibilities include:

- Must attend SafeCare Home Visitation training and achieve full certification.
- Must complete one day of additional training in SafeCare coaching.
- Must work with Home Visitor to monitor fidelity according to NSTRC's minimum required frequencies:
 - The first four family sessions (two must be live observations).
 - One session per month for the first year.
 - One session per quarter after the first year.
 - Fidelity assessment and coaching sessions should be done more frequently for Home Visitors who consistently fall below minimum standards (85%).
- Should conduct weekly meetings of all SafeCare staff to discuss SafeCare implementation.
- Will be regularly supported and monitored by their SafeCare Trainer to assist them in performing their coaching duties.
- Coaches should participate in periodic implementation meetings with NSTRC to assess organization progress in implementing SafeCare, program successes, and problem-solving techniques. NSTRC recommends quarterly meetings.

IV. Resources needed for SafeCare Training and implementation

SafeCare requires a few additional materials beyond what is normally needed for conducting home-based services.

Each Home Visitor will need:

- Digital audio recorder (one per Home Visitor) and batteries
- Screwdriver for installing latches (one per Home Visitor)
- Baby doll for doing role-plays with the parents (one per Home Visitor)
- Access to a copier (we will give all trainees master copies of the SafeCare assessment forms and a health manual; copies will need to be made for each family served)
- Clipboard, rolling file organizers to carry supplies

Each family will need:

- Copies of the health manual and other SafeCare forms
- Safety First Kit OR the following basic safety latches: ○ Cabinet latches
 - Door knob holders
 - Drawer latches

- No choke test tube or tube for assessing choking hazards (to leave with each family)
- Other optional materials: ○ Digital thermometer with cover (to leave with each family)
 - Packet of coloring sheets (can be printed from the internet) and box of crayons
 - Toys for Family (walking child – age 5)
 - Toys for Infant (0 – walking age)
 - Gloves
 - Stickers for reinforcing children's positive behaviors
 - Band-aids
 - Health Kit

Home Accident Prevention Inventory (HAPI)-Revised: Home Visitor Version

Family: _____ Child: _____ Date: _____
 Home Visitor: _____ Timing: _____ Baseline _____ Training _____ Follow-up _____

Hazard	No. of Hazards*	Comments
Poison Solids & Liquids		
1 Medications (tube, pill, liquid)		
2 Cleaners & deodorizers		
3 Alcoholic beverages		
4 Beauty products		
5 Pesticides, fertilizers, herbicides		
6 Paints/stains, solvents, polishes/waxes, petroleum products, & glues/adhesives		
7 Poisonous plants		
Fire & Electrical Hazards		
8 Combustibles		
9 Protective appliance covers		
10 Fireplaces without screens		
11 Outlet/switch without plates		
12 Electrical cords/plugs		
Suffocation by Mechanical Objects		
13 Plastics		
14 Crib cords		
Small Objects / Choking Hazards		
15 Ingestible small objects		
Sharp Objects		
16 Sharp objects		
Firearms		
17 Firearms		
Falling and Trip Hazards		
18 Balconies		
19 Steps		
20 Windows		
21 Objects on stairs or in areas where people walk		
Crush Hazards		
22 Heavy objects, boxes, etc. the child could pull onto self		
Drowning Hazards		
23 Standing water in bathtubs/sinks/buckets		
24 Unsecured toilet		
Organic Matter and Allergens		
25 Decaying food		
26 Excess dust, dirt, animal hair, etc.		
27 Evidence of infestations, such as roaches, roach or rodent droppings, or roach eggs		
Total Hazards		

*Count individual hazards up to 10. For >10 hazards, make an estimate.

Room: _____ Eye Level Height: _____ Reach Height: _____

Planned Activities Training (PAT) Checklist-General: Home Visitor Version

Parent Name: _____

Date: _____

Child Name: _____

Home Visitor Name: _____

Activity: _____

Situation: Baseline Training Follow-up

Parent Behavior	Score √+, √, -	Priority Rating	Notes
Prepare in advance Get supplies ready in advance; give advance warning Have a plan for what you are going to do			
Explain the activity Get child's attention; be positive and excited Explain the activity so child knows what to expect			
Explain the rules Simple, clear, and easy to follow Tell child what to do instead of what not to do			
Explain the consequences For following rules and for not following rules Be realistic and always follow through with what you say			
Give choices Choice of activities, materials, what comes first Keeps child interested in the activity			
Talk about what you are doing Talk and ask questions about what your child is doing Follow child's lead; teach simple skills			
Use good interacting skills <input type="checkbox"/> On child's level ___ <input type="checkbox"/> Paying attention to child ___ <input type="checkbox"/> Touching affectionately ___ <input type="checkbox"/> Talking to child warmly ___			
Ignore minor misbehavior Praise your child for good behavior Don't pay attention to minor problems			
Give feedback Describe what your child did that was great What should he/she work on next time?			
Provide rewards/consequences Natural rewards: praise, favorite activities, attention Use the things your child already likes as rewards			

Percent scored as √ or √+ _____

Please check if you see any

- Negative verbalizing ___ Instructing harshly ___ Negative touching ___

Scoring:

- √+ Completed the step well
- √ Completed the step correctly, but could use improvement
- Completed the step minimally or did not do the step when it was appropriate to do it

N/A Not Applicable

Priority Ratings: U=Urgent HP=High Priority M=Monitor

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

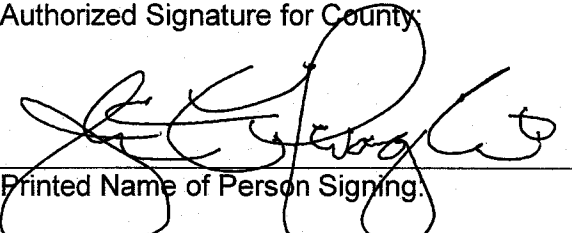
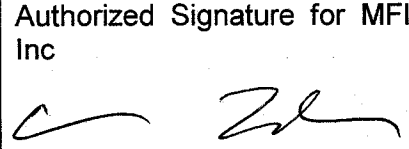
SERVICES CONTRACT: CS-02399
CONTRACTOR: MFI Recovery Center Inc
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$287,147.92

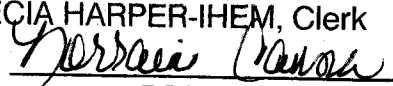
WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide a Multi-Service Model in Zone 2.

WHEREAS, MFI Recovery Center is qualified to provide a Multi-Service Model;

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

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

Authorized Signature for County: 	Authorized Signature for MFI Recovery Center Inc 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Craig Lambdin
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 5870 Arlington Ave Riverside, CA 92504
Date Signed: 6/12/12	Date Signed: 5/9/12

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  5-3-12
ELENA M. BOEVA DATE

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CONTRACT TERMS AND CONDITIONS**I. DEFINITIONS**

- A. "ACT" refers to the Assessment and Consultation Team of the County of Riverside Department of Mental Health. ACT Clinicians may provide DPSS referrals to the Contractor.
- B. "Anger Management" is defined as the process of learning to increase the positive aspects/functions of anger and decrease the negative functions. The goals are to communicate feelings, problem solve, take control of a situation, and to avoid unnecessarily defending oneself or becoming aggressive. Anger Management Groups do not address the attitudinal beliefs (i.e. entitlement, use of power and control tactics, etc.) that are an integral part of the cycle of domestic violence. Anger Management programs are designed to educate people who have a global problem with anger.
- C. "CAU" refers to the Contracts Administration Unit in DPSS.
- D. "CAPIT" refers to the Child Abuse Prevention, Intervention, and Treatment funding allocation.
- E. "CAU" refers to the Riverside County Department of Public Social Services Contracts Administration Unit.
- F. "CBCAP" refers to the Community Based Child Abuse Prevention funding allocation.
- G. "CDSS" refers to the California Department of Social Services.
- H. "Client" or "participant" refers to a person receiving services under this agreement.
- I. "Contractor" or "Provider" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- J. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- K. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to DPSS clients in the County of Riverside.
- L. "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- M. "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this agreement, DPSS and County are used interchangeably.
- N. "Domestic Violence" is defined as is defined in Section 6211 of the California Family Code as, abuse perpetrated against any of the following persons:
 - (a) A spouse or former spouse
 - (b) A cohabitant or former cohabitant, as defined in Section 6209
 - (c) A person with whom the respondent is having or has had a dating or engagement relationship
 - (d) A person with whom the respondent has had a child, where the presumption applies that the male parent is the father of the child of the female parent under the Uniform Parentage Act (Part 3 (commencing with Section 7600) of Division 12)
 - (e) A child of a party or a child who is the subject of an action under the Uniform Parentage Act
 - (f) Any other person related by consanguinity or affinity within the second degree.
- O. "Domestic Violence Batterers Groups" are defined as a group to educate persons who have perpetrated domestic violence against their partners and children.

- P. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- Q. "Evening" is defined as after 6 pm.
- R. "Family Preservation Services" refers to services defined by the Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- S. "Families Support Services" refers to services defined by SOCIAL SECURITY ACT SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- T. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- U. "In-Home Parenting Education" refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- V. "Licensed Clinical Therapist" refers to a Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Educational Psychologist (LEP), Psychologist, or a direct supervised status as a Marriage and Family Therapist Intern (IMF), Associate Clinical Social Workers (ASW), or Psychological Assistant. Credentials of all facilitators must be current, active, and in clear status with the State of California Board of Behavioral Science or California Board of Psychology for the entire duration of the contract. Marriage Family Therapist Trainees may be used, as long as they are under the direct supervision of a currently Licensed Clinical Therapist. Supervisors must have been licensed for at least two (2) years.
- W. "Parenting Education Classes" refers to services intended for those adults who need assistance in strengthening their emotional attachment to their children, learning how to nurture their children, as well as understanding general principles of care and supervision. These classes are generally performed within a group setting and involve active learning approaches to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling, or practicing skills. Parent education is focused on acquisition of new parenting skills and behaviors to promote positive parent-child interactions.
- X. "Prevention Services" refers to community based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- Y. "PCARC" refers to Prevent Child Abuse Riverside County; Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's seven regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).
- Z. "PSSF" refers to the Promoting Safe and Stable Families Program. The primary goals of PSSF are the prevention of unnecessary separation of children from their home, improve the quality of care and services to children and their families,
- AA. "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.

- BB. "RCEDB" refers to the Riverside County Evaluation Database.
- CC. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- DD. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- EE. "TDM" shall refer to Team Decision Making meetings that bring together the family, extended family, foster parents, community partners and Children's Services social workers to identify the best and least restrictive placement for the child, to develop a safety plan and to design services that will meet the needs of the child and their family. This team approach is lead by a trained facilitator and works through the active involvement and consensus efforts of the meeting participants.
- FF. "W&I Code" refers to the California Welfare and Institutions Code.
- GG. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and MFI Recovery Center.
- B. Monitor the performance of the MFI Recovery Center in meeting the terms, conditions and services in this 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. Pay for all clients referred under this agreement, except when a client has been referred to domestic violence prevention and is criminally convicted pursuant to Penal Codes 273a, 273d or 1203.097. If a client is criminally convicted after their referral to this program, the Contractor will not bill DPSS for these services and instead seek reimbursement from the client. If the client is either unable to pay, the Contractor will bill DPSS. The Contractor will not bill both DPSS and the client for the same services.

III. CONTRACTOR RESPONSIBILITIES

A. GENERAL CONTRACTOR RESPONSIBILITIES

1. Assign staff to be the liaison between MFI Recovery Center, Inc and DPSS.
2. Provide or collaborate with other community partners to provide all of the following services: Anger Management, Individual/Family/Group Counseling, Domestic Violence groups for batterers, In-Home Parenting, Parenting Education, and Substance Abuse in Zone 2. Zones are defined in the Geographical Zone, attached hereto as Exhibit C, and incorporated herein by this reference.
3. Clients may be referred from the County, Differential Response or other community providers, or may be a walk-in.
4. Work with the County to develop program outcomes.
5. Provide services in English and Spanish. Services must be available during the day and evenings. Evening is defined as after 6 pm.

6. Conduct criminal background record checks on all employees, subcontractors, and volunteers providing services under this agreement. The Contractor must receive a criminal records clearance from the State of California Department of Justice before the individual can provide services to clients. The Contractor must retain a statement affirming that the employee/subcontractor/volunteer has completed and passed the background check in each person's personnel file.
7. Enter information for all clients in the Riverside County Evaluation Database (RCEDB) upon client intake and when a client leaves the program.
8. Train staff to identify substance abuse and immediately report any client who appears to be chronic or serious users of alcohol and/or drugs to the County.
9. Contractor's liaison will participate in Team Decision Making (TDM) Meetings or Joint Operational Meetings (JOM) when requested to do so by the County. Record all TDMs in the client's case file.
10. Maintain client files in a neat and organized manner that ensures client confidentiality and HIPAA compliance. Files must be kept as follows:
 - a. Group Files
 - Sign-in sheets for all sessions
 - Topics/agenda from each session
 - b. Individual Files
 - Basic demographic information for each client
 - Assessment and treatment plan
 - Client Intake Measures
 - Client Mid-Service Measures (if applicable)
 - Client Exit Measures (if applicable)
 - Referral Date (if applicable)
 - Intake and date services started
 - Listing of services/referrals client is enrolled in
 - Dates of JOM or TDM attended (if applicable)
 - Written agreement with client (if applicable)
 - Closing assessment and summary (if applicable)
11. The Contractor must to complete and submit an intake and exit interview for each client to measure changes in parental attitudes, behaviors, skills, and/or other relevant indicators. DPSS will supply Contractors with the Client Intake Measure, Client Mid-Service Measure (if applicable), and the Client Exit Measure.
12. All subcontractors must be approved in writing by the County. Subcontractors may include, but are not limited to: MFT, LCSW, or Psychologists who supervise MFT Interns, LCSW Associates, or Psychological Assistants.
13. The Contractor cannot bill multiple sources for the same services, e.g., the Contractor may not bill Medi-Cal and DPSS for the same group.
14. Services must be provided within fifteen (15) minutes walking distance from public transportation access, except for residential substance abuse and in-home parenting education.

B. ANGER MANAGEMENT SCOPE OF SERVICES

1. All Anger Management Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.

2. Provide Anger Management Groups for perpetrators of abuse.
3. Each group sessions must be (two) 2 hours of in-class, face to face session.
4. Anger Management is a sixteen (16) week program, with a different group topic offered weekly.
5. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed class.
6. Groups must have a minimum of six (6) clients and a maximum of fifteen (15) clients to one (1) facilitator. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph a. Maximum Reimbursable Amount of this contract.
7. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented.
8. Complete an enrollment/intake within ten (10) business days of the initial client contact for all clients.
9. All clients must begin classes within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email immediately.

C. COUNSELING SCOPE OF WORK

1. All counseling sessions must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.
2. Individual and group counseling sessions must be a minimum of 50 minutes of face-to-face contact between the counselor and the client(s), and are limited to a maximum of sixteen (16) sessions per client.
3. Group counseling sessions must be a minimum of 90 minutes of face-to-face contact between the counselor and a group of clients. Sessions may not exceed fifteen (15) clients to one (1) facilitator.
4. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed session. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented.
5. An enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.
6. All clients must begin counseling within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin counseling, the Contractor must notify DPSS via email.

D. DOMESTIC VIOLENCE SCOPE OF WORK

1. All Domestic Violence Groups must be facilitated by a Licensed Clinical Therapist, as defined in "Section I - Definitions" of this agreement. Credentials for all facilitators must be current, active and in clear status with the State of California Board of Behavioral Sciences, or the California Board of Psychology. Copies of current licenses and credentials must be kept in each individual's personnel file.

2. Domestic violence groups may include, but are not limited to, lectures, classes, group sessions, and counseling, and must be fifty-two (52) weeks long.
3. Separate all domestic violence groups by gender. Perpetrators and victims must not attend the same groups.
4. Provide weekly two (2) hour group sessions. Sessions may not exceed fifteen clients to one (1) facilitator.
5. Clients cannot attend more than one (1) session in a seven (7) day period, unless the client is making up a missed class.
6. Contractors must enter into a written agreement with each client with respect to the responsibilities each perpetrator must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.
7. For clients referred by the County or other community organizations, Contractors must contact the client within two (2) business days of the referral to schedule an enrollment/intake. The Contractor must document all contact attempts in writing in the event the client cannot be reached within the two day time period.
8. An enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.
9. All clients must begin counseling within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

E. IN-HOME PARENTING EDUCATION SCOPE OF WORK

1. In-Home Parenting Education will include direct skill training in child behavior management and planned activities training, with the parent(s) and child(ren) present during visitations.
2. Limit In-Home Parenting Education services to one (1) visit per day and a maximum of ninety (90) calendar days per family. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented.
3. All clients must begin In-Home Services within thirty (30) calendar days of the referral. If a client is not able to begin classes, the Contractor must notify DPSS via email.

F. PARENTING EDUCATION SCOPE OF WORK

1. Classes are conducted in a group setting and may be presented through lecture, videotapes, and/or group discussion.
2. Each class will be two hours in duration. The Parenting Education Program is an eight (8) week program, consisting of seven (7) face-to-face groups, and three (3) twenty (20) minute phone calls. Clients cannot attend more than one (1) group session in a seven (7) day period, unless the client is making up a missed class.
3. As mandated in W&I Code 16507.7, the curriculum must include all of the following components:
 - a. Building self-esteem, including, but not limited to, parents building a positive parental identity and building the self-esteem of their children;
 - b. Handling stress and anger;
 - c. The growth and development of children, including, but not limited to, safety, nutrition, and health;

- d. Developing and increasing communication skills in order that a parent may learn to listen to and speak with his or her child or children;
 - e. Learning to use positive disciplinary mechanisms as alternatives to the physical punishment of a child, including, but not limited to, learning what constitutes abuse and neglect;
 - f. Learning the boundaries of permissible sexual conduct by adults with regard to children;
 - g. Respect for, and sensitivity to, cultural differences in child rearing practices.
4. Enter into a written agreement with each client with respect to the responsibilities a parent must satisfy in order to pass the course. The Client Written Agreement must be kept in the client's case file.
 5. Contractors must contact all clients referred by the County or other community organizations within two (2) business days of the referral to schedule an in-person or over the phone enrollment/intake. All attempts to contact the client must be documented.
 6. An enrollment/intake must be completed within ten (10) business days of the initial client contact for all clients.
 7. All clients must begin counseling within thirty (30) calendar days of the intake/enrollment. If a client is not able to begin classes, the Contractor must notify DPSS via email.

G. SUBSTANCE ABUSE SCOPE OF WORK

1. Individual Outpatient Counseling - Each client shall receive one (1) to two (2) individual sessions.
2. Group Outpatient Counseling - Group counseling sessions will be scheduled weekly. Counseling sessions must be a minimum of sixty (60) minutes to a maximum of ninety (90) minutes of face-to-face sessions.
3. Intensive Outpatient - Conduct intensive outpatient as a twelve (12) week program, consisting of group, education, and family support services.
4. Medical Detoxification
 - a. Clients will remain in detoxification from five (5) to seven (7) days for each client.
 - b. Medical Detoxification must be under medical supervision.
5. Residential Treatment
 - a. Clients will remain in residential treatment for a maximum of thirty (30) days.
 - b. Residential facilities must be open 24 hours per day, 7 days a week.
 - c. All residential facilities offering detoxification, group, individual, or educational sessions; and/or recovery or treatment planning must be licensed by the California Department of Alcohol and Drug Programs.
6. Contact all clients referred by the County or other community provider within two (2) business days to schedule services.
7. All clients must begin services within ten (10) calendar days of a referral. If a client is not able to begin services in that time, the Contractor must notify the County via email immediately. The Contractor will notify the County when any client is a "no-show" three (3) times.

H. REPORTING

1. The Contractor shall submit the following to the Program Evaluator:
 - a. **Client Intake Measure** - A Client Intake Measure must be completed and entered into RCEDB for every client within thirty (30) calendar days of the client first receiving services. The Contractor must notify the County of any client refusing to complete the intake form. Clients who do not complete the intake may not continue to receive services.
 - b. **Client Mid-Service Measure** - For clients receiving services with a Mid-Service Measure, the Contractor must complete and enter the Client Mid-Service Measure within thirty (30) calendar days. Clients who do not complete the Mid-Service Measure may not continue to receive services.
 - c. **Client Exit Measure** - Client exit measures must be completed and entered into RCEDB for each client completing or exiting the program within thirty (30) calendar days. If a client does not complete the Exit Outcome, the Contractor must complete the Exit Measure on behalf of the client and submit it to the RCEDB.
 - d. **Client Satisfaction Surveys** - Surveys must be completed three times a year as required by the Program Evaluator. Surveys must be given to each client and sent to the Program Evaluator upon completion. The Contractor must work with the Program Evaluator to complete the surveys.
2. Other Reports
 - a. Social Worker Reports - The Contractor must provide progress reports on any client to DPSS as requested.

I. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$287,147.92.

	Zone	Billing Cost per Unit of Service as defined in Section III., paragraph I. "Fiscal", subsection 2.g. of this contract		Maximum Amount
Anger Management	2	# of Clients in group	Prorated Group Amount	\$25,344.00
		6+	\$176.00	
		5	\$146.67	
		4	\$117.33	
		3	\$88.00	
		2	\$58.67	
	1	\$29.33		
Individual/Family Counseling	2	\$70.00		\$49,980.00
Group Counseling	2	# of Clients in group	Prorated Group Amount	\$42,546.39
		6+	\$150.00	
		5	\$125.00	
		4	\$100.00	
		3	\$75.00	
		2	\$50.00	
	1	\$25.00		

	Zone	Billing Cost per Unit of Service as defined in Section III, paragraph I, "Fiscal", subsection 2.g. of this contract		Maximum Amount
Domestic Violence Batters Group	2	# of Clients in group	Prorated Group Amount	\$42,973.00
		6+	6+ : \$205.00	
		5	5: \$171.67	
		4	4: \$137.33	
		3	3: \$103.00	
		2	2: \$68.67	
		1	1: \$34.33	
In-Home Parenting	2	\$140.00		\$29,970.00
Parenting Education	2	# of Clients in group	Prorated Group Amount	\$31,392.53
		6+	6+ : \$150.00	
		5	5: \$125.00	
		4	4: \$100.00	
		3	3: \$75.00	
		2	2: \$50.00	
		1	1: \$25.00	
Substance Abuse Individual Outpatient Counseling	2	\$76.00		\$34,428.00
Substance Abuse Group Outpatient Counseling	2	# of Clients in group	Prorated Group Amount	\$30,514.00
		6+	6+ : \$146.00	
		5	5: \$121.67	
		4	4: \$97.33	
		3	3: \$73.00	
		2	2: \$48.67	
		1	1: \$24.33	

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. 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 a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. The Contractor must include an itemized summary sheet with each months billings. Contractor shall work with the County to develop the summary sheet.

- f. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for June are due no later than the 30th of July.
- g. Unit of service definitions and acceptable supporting documentation is listed on the table below.

Service	Unit of Service Definition A single unit must include all of the following	Acceptable Supporting Documentation
Anger Management Parenting Education Groups	<ul style="list-style-type: none"> • One (1) group session; • Must be a minimum of two (2) hours of face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	Sign-In Sheet from each class, including: <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Topic discussed; • Facilitator name and signature; and • Client referral when client first begins services (if applicable).
Parenting Education Phone Consultations	<ul style="list-style-type: none"> • One (1) phone call, a minimum of twenty (20) minutes 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Date; • Beginning and ending time; and, • Facilitator name.
Group Counseling	<ul style="list-style-type: none"> • One group session; • Must be a minimum of ninety (90) minutes of face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	Sign-In Sheet from each class, including: <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Topic discussed; • Facilitator name and signature; and • Client referral when client first begins services (if applicable).

Individual/conjoint/family psychological counseling	<ul style="list-style-type: none"> • One counseling session; • Must be a minimum of fifty (50) minutes of face-to-face contact between the Licensed Clinical Therapist and one client; and, • Clients are limited to a maximum of sixteen (16) sessions. 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Beginning and ending time; • Date; • Licensed Clinical Therapist name; and, • Client referral when client first begins services (if applicable).
Domestic Violence Batters Group	<ul style="list-style-type: none"> • One (1) group session; • Must be a minimum of two (2) hours of group, face-to-face contact between the Licensed Clinical Therapist and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Each client must be enrolled in a fifty-two (52)-week program. 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Topic discussed; • Facilitator name and signature; and, • Client referral when client first begins services (if applicable).
In-Home Parenting Education	<ul style="list-style-type: none"> • One (1) single visit; • Only one (1) visit per client is allowed per day; and, • Mileage will be calculated using the current IRS standard. 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Date of visit; • Beginning and ending time; • Facilitator name; • Topic discussed; and • Facilitator name and signature; and, • Client referral when client first begins services (if applicable).
Substance Abuse (SA) Individual Outpatient Counseling	<ul style="list-style-type: none"> • One (1) counseling session; 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Beginning and ending time; • Date; • Licensed Clinical Therapist name; and, • Client referral when client first begins services (if applicable).

SA Intensive Outpatient	<ul style="list-style-type: none"> • One (1) client per day 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Date; • Facilitator Name; and, • Client referral when client first begins services (if applicable).
SA Drug Testing	<ul style="list-style-type: none"> • One (1) drug test kit. 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; and, • Test Date.
SA Medical Detoxification	<ul style="list-style-type: none"> • One (1) client per day. 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Date of services; • Name of medical physician overseeing detoxification; and, • Client referral when client first begins services (if applicable).
SA Residential Services	<ul style="list-style-type: none"> • One (1) client per day 	<ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Name of facility; • Date of services for each client; • Signature from supervising residential treatment facility; and • Client referral when client first begins services (if applicable).

SA Group Outpatient Counseling	<ul style="list-style-type: none"> • One (1) class; • Must in Must be a minimum of sixty (60) minutes of face-to-face contact between the facilitator and a group of clients; • Groups exceeding fifteen (15) clients shall have a group facilitator and co-facilitator; and, • Groups must have a minimum of six (6) clients per group. Groups with less than six (6) clients will be prorated per Section III. Contractor Responsibilities, subsection I. Fiscal, paragraph A. "Maximum Reimbursable Amount". 	<p>Sign-In Sheet from each class, including:</p> <ul style="list-style-type: none"> • Client name and/or identifying number. Each client must be in RCEDB; • Client signature; • Beginning and ending time; • Date; • Topic discussed; • Facilitator name and signature; and • Client referral when client first begins services (if applicable).
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3. CASH / IN-KIND MATCH

The Contractor shall provide \$16,927.75 as a cash and/or in-kind match. The match is to be reported to the County using DPSS Form 2076B and Instructions (Exhibit A). Any funding from the California Department of Social Services cannot be used as a match.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this 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.

J. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- (4) Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this 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.

6. INSURANCE

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

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

9. 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.

10. PERSONNEL

a. 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.

b. Alcohol and Drug Use Prohibited

As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2) Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

11. SUBCONTRACT FOR SERVICES

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

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this 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;

- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this 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. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with 4 one-year renewal option(s).

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

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this 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) Multi-

Service and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this 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

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

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

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

INSTRUCTION FOR 2076A and 2076B

Department of Public Social Services

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

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

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

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

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

MFI Recovery Center, Inc.
NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")


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

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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

5/9/12
Date


Director's Signature

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

Geographical Zone

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

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

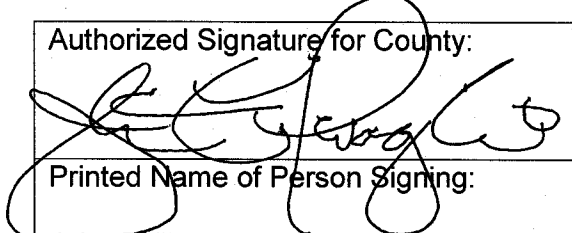
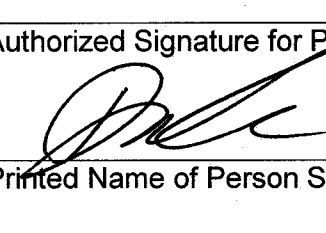
SERVICES CONTRACT: CS-02382
 CONTRACTOR: Parents Anonymous
 CONTRACT TERM: July 1, 2012 - June 30, 2013
 MAXIMUM REIMBURSABLE AMOUNT: \$147,278.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Program Evaluation Data Collection services.

WHEREAS, Parents Anonymous is qualified to provide Program Evaluation Data Collection services:

WHEREAS, DPSS desires Parents Anonymous, 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 Parents Anonymous 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Lisa Pion Berlin
Title: Chair, Board of Supervisors	Title: President and CEO
Address: 4080 Lemon Street Riverside, CA 92501	Address: 981 Corporate Center Dr, Suite 100 Pomona, CA 91768
Date Signed: 6/12/12	Date Signed: 5/10/12

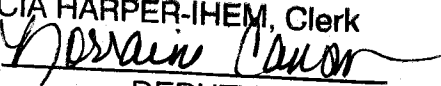
ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "AM" refers to Anger Management.
- B. "CAPIT" refers to the Child Abuse Prevention, Intervention, and Treatment funding allocation.
- C. "CAU" refers to the Riverside County Department of Public Social Services Contracts Administration Unit.
- D. "CBCAP" refers to the Community Based Child Abuse Prevention funding allocation.
- E. "CDSS" refers to the California Department of Social Services.
- F. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to clients in the County of Riverside.
- G. "Contractor" or "Provider" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract.
- H. "CSD" refers to the Riverside County Department of Public Social Services Children's Services Division.
- I. "County" refers the County of Riverside and its Department of Public Social Services. For purposes of this agreement, DPSS and County are used interchangeably.
- J. "CWS" refers to Child Welfare Services.
- K. "CWSOIP" refers to the Child Welfare Services Outcome Improvement Project funding allocation.
- L. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- M. "DV" refers to Domestic Violence Batterers Groups.
- N. "EQCC" refers to the Evaluation Quality Control Council.
- O. "Evidence Based Practice" refers to a practice that is a combination of the best research evidence, the best clinical experience, and is consistent with family and client values.
- P. "Family Preservation Services" refers to services defined by the Social Security Act Section 431. [42 U.S.C. 629a] (a)(1) for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- Q. "Families Support Services" refers to services defined by Social Security Act, Section 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- R. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- S. "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- T. "PCARC" refers to Prevent Child Abuse Riverside County, Riverside County's designated lead agency in child abuse prevention and the parent organization which coordinates the County's seven regional child abuse prevention councils as well as the community's efforts in the area of child abuse prevention and intervention in accordance with the Child Abuse Prevention Coordinating Council Act (W&I Code, Section 18983.5).

- U. "Prevention Services" refers to community-based and prevention focused programs and activities to strengthen and support families to prevent child abuse and neglect.
- V. "Program Evaluator" refers to the evaluation of engagement, short-term, intermediate, and long-term outcomes.
- W. "PSSF" refers to the Promoting Safe and Stable Families funding allocation.
- X. "RCEDB" refers to the Riverside County Evaluation Database.
- Y. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- Z. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- AA. "W&I Code" refers to the California Welfare and Institutions Code.
- BB. "Zone" refers to each of the three geographic areas in Riverside County identified by the Riverside County Needs Assessment.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Parents Anonymous.
- B. DPSS may monitor the performance of Parents Anonymous 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.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Contractor and DPSS.
2. Contractor will work with the County to develop program outcomes.
3. Coordinate the Evaluation Quality Control Council (EQCC). The EQC will act as an advisory body to discuss the evaluation, planning, implementation and protection of data quality and will include representatives from the County and other Community Providers.
4. Create and maintain a secured and encrypted online database that supports Children's Services funded programs. The County must have the ability to identify and review outcomes by contract number, funding source, service type, geographical zone, and program.
5. Develop short-term and long-term indicators for each service through work groups with the County.
6. Provide County staff and Community Providers with access to the database as requested by CSD and CAU.
7. Continue the County's Program Evaluation Plan which includes, but is not limited to:
 - a. Projected goals
 - b. Outcome measure for each service provided

8. Meet with Community Partners to develop Client Intake Measures, Client Mid-Service Measures, and Client Exit Measures to measure the change in parental attitude, behaviors, skills, and/or other relevant indicators for each service.
9. Provide technical assistance to each service provider. Technical assistance may include over-the-phone, personal one-on-one, and/or personal group assistance.
10. Provide on-going training regarding program evaluation and data collection to community providers when requested. This includes assistance, training, and set up to any new or additional service providers who begin services throughout the year.
11. Conduct anonymous Client Satisfaction Surveys in October, February, and June. Providers will collect Client Satisfaction Surveys from all participants for a one-week period in each identified month. The results of these surveys will be compiled and a report will be provided to the County three (3) times a year, no later than 45 calendar days after the survey was conducted.
12. The Contractor must notify, contact and follow up with Community Providers if data is missing from the database until all missing data has been received. Communication must be specific to that Community Provider.
13. If Community Partners fail to submit data to the database within time limits mandated in Section B. Reporting, 1. Monthly Reports of this contract, the Contractor must make a minimum of three (3) attempts to obtain the missing data within the following month. If the Community Partner data is still missing after thirty (30) calendar days from the due date, the Contractor must notify the County in writing within ten (10) calendar days. Past due and missing data must be indicated in the database.
14. Make a presentation at the CAPIT-PSSF Partners Conference(s) as requested. The presentation shall be an oral presentation supported with a written report, e.g., PowerPoint and include:
 - a. Service type, zone, and client demographics used during the review period;
 - b. Analytical interpretation of data and recommendations to improve best practices and business practices; and,
 - c. Recommendations for improved data collection methods.
15. Allow the County the right to copy any and/or all Contractor-supplied documentation. The County owns all data in the database.
16. Provide DPSS a perpetual license for the use of the RCEDB.
17. Provide a data vehicle, e.g., flash drive, cd, DVD, etc. to transfer data to the County within thirty (30) calendar days of the contract termination, in a format that the County can access. Typically, this is in a Microsoft Excel flat file.

B. REPORTING

The Contractor shall submit

1. Monthly Reports

Monthly reports must be received by the 30th calendar day of the second month following receipt of data from providers (i.e., the data received from the Community Provider on October 30 will be included in the report from Contractor due by November 30). These reports must be sent to Contractreporting@riversidedpss.org and the assigned CSD Liaison and be separated by Community Provider, service type, zone and by contract number. Data must query and sort by specific fields. Reports must include:

- a. Number of Client Intake Measures completed,
- b. Client Mid-Service Measures completed, and
- c. Number of Client Exit Outcomes completed.

2. Annual Reports

- a. Compilation of monthly reports by Community Provider, service type, zone, and contract number.
- b. Provide the data for the annual CAPIT/PSSF report per instructions provided by the Office of Child Abuse Prevention (OCAP). Provide the completed document electronically to DPSS seven (7) working days prior to the due date established by OCAP. Historically, this report is due in November.

3. Reports may be requested by DPSS during the year. Requests may lead into the following fiscal year.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$147,278.00.

2. UNIT OF SERVICE COST RATE

One (1) unit of services is one (1) hour of work at the rate of \$95.00 per unit of service. Contractor may bill for a portion of an hour.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. 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. 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 June 10. Actual Contractor invoices for May and June are due no later than July 30.

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/or 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 that 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. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahw.net.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service, benefit, or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- (4) Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. 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.

7. 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 County'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.

8. 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.

9. 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.

10. 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.

11. PERSONNEL

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.

12. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this 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;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

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. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

16. 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:

IV. GENERAL**A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2012 to June 30, 2013, with 4 one-year renewal option(s).

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: Parents Anonymous
President and CEO

981 Corporate Center Dr., Suite 100
Pomona, CA 91768

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 1.

H. TERMINATION

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

I. ENTIRE 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.

EXHIBIT A – 2076A CONTRACTOR PAYMENT REQUEST

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: Parents Anonymous
Remit to Name
981 Corporate Center Dr., Suite 100
Address
Pomona CA 91768
City State Zip Code
Parents Anonymous
Contractor Name
CS-02382
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 \$95.00 = \$ _____
 _____ # of Units x \$ _____ = \$ _____

Any questions regarding this request should be directed to: _____

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

Authorized Signature Title Date

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

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

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

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

Parents Anonymous
NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

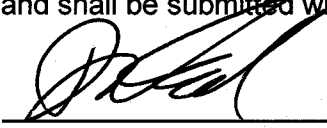
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with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

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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

5/10/12
Date


Director's Signature

981 Corporate Center Dr., Suite 100
Pomona, CA 91768
Address of Parents Anonymous

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

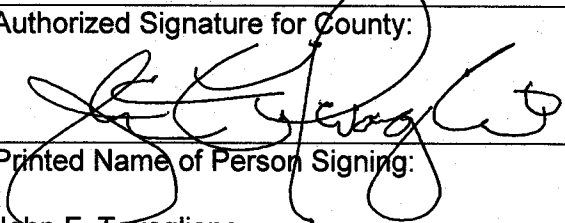
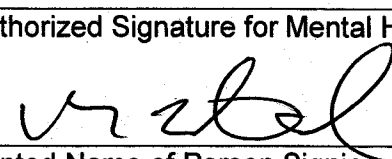
SERVICES CONTRACT: CS-02418
CONTRACTOR: Mental Health Systems Inc.
CONTRACT TERM: July 1, 2012 - June 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$370,000.20

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide Family Preservation Court Services.

WHEREAS, Mental Health Systems is qualified to provide Family Preservation Court Services:

WHEREAS, DPSS desires Mental Health Systems, 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 Mental Health Systems 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: for Kimberly Bond
Title: Board of Supervisor, Chairman	Title: President
Address: 4080 Lemon St. Riverside, CA 92501	Address: 9465 Farnham Street San Diego, CA 92123
Date Signed: 6/12/12	Date Signed: May 24, 2012

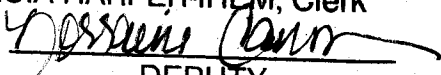
ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CAPIT" refers to the Child Abuse Prevention, Intervention and Treatment funding allocation.
- B. "CAU" refers to the Contracts Administration Unit in DPSS.
- C. "CDSS" refers to the California Department of Social Services.
- D. "Client" or "Participant" refers to a person receiving services under this agreement.
- E. "Community Partners" refers to local organizations, non-profits, and for-profits providing services to DPSS clients in the County of Riverside.
- F. "Contractor" or "Provider" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- G. "Counseling Services" refers to services designed to prevent the occurrence or reoccurrence of child maltreatment or domestic violence events, to prevent the unnecessary separation of children from their families, and to ensure permanency by maintaining or reuniting children with their parents, adoptive parents, kinship providers, or legal guardians.
- H. "County" refers to the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- I. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- J. "CWS" refers to Child Welfare Services.
- K. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- L. "Evening" is defined as after 6 pm.
- M. "Evidence Based Practice" refers to service delivery which uses the best research evidence, the best clinical experience, and is consistent with family and client values.
- N. "Family Preservation Services" refers to services defined by the Social Security Act SEC. 431. [42 U.S.C. 629a] (a)(1) as services for children and families designed to help families (including adoptive and extended families) at risk or in crisis.
- O. "Families Support Services" refers to services defined by SOCIAL SECURITY ACT SEC. 431. [42 U.S.C. 629a] (a)(2) as community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.
- P. "FPC" means Family Preservation Court.
- Q. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- R. "Intervention Services" refers to services designed to identify and assist high-risk families to prevent abuse or neglect.
- S. "Program Evaluator" refers to the agency that measure and evaluate short-term, intermediate, and long-term outcomes.
- T. "PSSF" refers to the Promoting Safe and Stable Families funding allocation.

- U. "RCEDB" refers to the Riverside County Evaluation Data Base.
- V. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- W. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- X. "W&I Code" refers to the California Welfare and Institutions Code.

II. OBJECTIVES

The service objectives of the program include, but are not limited to:

- A. Providing integrated alcohol and other drug treatment services in collaboration with DPSS, law enforcement, and juvenile court dependency systems
- B. Using a non-adversarial, strength-based approach when working with families who require substance abuse treatment within the process of the juvenile court dependency system
- C. Providing eligible clients with early and prompt services upon referral to the FPC program
- D. Providing access to a continuum of alcohol, drug, and other related treatment/rehabilitation and family support services
- E. Providing case management and intensified supervision, referrals, and follow up
- F. Providing evidence-based parenting education services, relapse prevention, and recovery workshops as a component of treatment
- G. Monitoring abstinence through frequent alcohol and other drug testing
- H. Providing ongoing judicial interaction with each client
- I. Monitoring and evaluating the achievement of program goals to gauge program effectiveness, and
- J. Developing multi-agency service coordination with the Juvenile Court, DPSS, community-based organizations, and other key agencies to enhance treatment services and support for clients.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Mental Health Systems.
- B. Monitor the performance of Mental Health Systems 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.

IV. CONTRACTOR RESPONSIBILITIES

A. ADMINISTRATION

Contractor shall:

1. Assign staff to be the liaison between Mental Health Systems and DPSS.
2. Ensure preference is given to residents of Riverside County.
3. Develop, implement, and maintain written program intake policies, procedures, and protocols in conjunction with the FPC Steering Committee to assure accuracy and uniformity.
4. Jointly review all proposed changes to the FPC standards in conjunction with the County; develop and implement any necessary recommended program service changes. Changes not mandated by the courts, county, state, or federal legislation or law, funding requirements, or regulation will be implemented only after mutual agreement in writing.
5. Provide all services in English and Spanish. Upon request, the Contractor shall make the services available in American Sign Language (ASL).

B. PERSONNEL

1. Case Managers must possess a high school diploma or equivalent. It is recommended that case managers be Certified Alcohol and Drug Counselors (CADC).
2. Substance abuse counselors must be Certified Alcohol and Drug Counselors (CADC) or registered and working toward certification. Substance abuse counselors will administer treatment programs such as individual and/or group substance abuse services to improve the client's ability to function, enable the client to achieve lasting abstinence, and minimize the medical/social complications of drug use.

C. ASSESSMENTS

1. Case managers must conduct initial assessments of clients upon referral from County and complete assessments within fourteen (14) calendar days of enrollment. The following assessments must be completed:
 - a. ASI (Addiction Severity Index) and review the client's history, culture, family, medical/mental health issues.
2. Case managers must work with clients to determine a Treatment Action Plan using information from the assessments. This plan must be reviewed and updated every 90 days.

D. CASE MANAGEMENT

Contractor Shall:

1. Maintain an office for case managers within each of the three court sites (Western Riverside, Southwest, and Eastern) when provided by the court. If an office is not provided, the Contractor will maintain communication with the court in order to meet with parents referred by the court.
2. Provide case management services in accordance with the most current FPC case management procedures which include, but are not limited to:

- a. One-on-one case management and
 - b. Frequent monitoring and drug testing of substance abusing parents.
3. Create a case management file once an initial assessment has been conducted and the client is eligible for the FPC Program. Maintain client case files in a neat and organized manner that ensures client confidentiality and HIPAA compliance. Information in case files should include, but not be limited to:
 - a. Basic demographic information regarding the client
 - b. An assessment of client service needs
 - c. A case plan with time-limited objectives, and
 - d. A closing assessment and summary of services.
 4. Create an Individualized Action Plan for recovery and reunification for all clients enrolled in the FPC Program. The Individualized Action Plan identifies the service goals, objectives, activities, and responsibilities, and is developed in collaboration with the client. Update the Individualized Action Plan as needed. Note all court-ordered treatment services and client-identified services in the plan and address the most crucial issues first; move to reunification issues if children are still removed. The Individualized Action Plan is a step-by-step guide to the client's recovery and reunification process.
 5. Provide workshops and materials on relapse and relapse prevention to clients.

E. PARENTING CURRICULUM

1. Contractor shall provide the educational component *Family Prevention/Intervention Services* by implementing "Nurturing Families" or "Celebrating Families" at each site. Use this curriculum throughout the phases of the client's substance abuse program. Plan activities for parents and children according to visitation schedules by DPSS.

F. COMMUNITY REFFERALS

Contractor shall:

1. Serve as a community link by referring clients to local resources such as: Family Resource Centers, local community providers, food pantries, medical providers, local public assistance offices, and other community resources beyond the scope of the program.
2. Establish and maintain linkages with alcohol and other drug service providers as necessary to meet the service needs of FPC clients and their families.
3. Develop and maintain agreements with alcohol and other drug service providers.
4. Develop, implement, and maintain written policies, procedures, and service referral protocols to ensure strong, reliable linkages to other alcohol and drug service providers to ensure that appropriate services are provided to clients in accordance with their treatment plans, and to ensure that client treatment progress, status, and failures are reported to the Contractor.

G. URINALYSIS DRUG TESTING

Contractor shall:

1. Provide random and frequent urine drug testing of clients. Alternate drug testing sites must be approved by the County and FPC in writing.
2. Provide results of all on-site tests to DPSS within one hour of testing. When requested by the court, disputed on-site test results shall be confirmed by an off-site testing facility.
3. Develop, implement, and maintain written drug testing policies, procedures, and protocols in accordance with the most current FPC Program Standards. Policies, procedures, and protocols must ensure accurate and timely drug testing and reports. Changes in drug testing policies, procedures, and protocols must not be implemented prior to the County's approval.
4. Implement a hotline for clients to check everyday for drug test requirements.
5. Utilize alternate drug testing technology only if the alternative testing technology and service provider is reviewed and approved by the County and the FPC. For required approval, the Contractor shall develop and submit to DPSS and the FPC alternate drug testing documentation and the Contractor's proposed policies, procedures, and protocols. Alternate drug testing may not be implemented prior to DPSS and FPC approval.

H. OUTCOMES

1. Contractor shall work with DPSS and program evaluator to develop program outcomes.

I. REPORTING

Contractor shall:

1. Submit the following to the Program Evaluator:
 - a. **Client Intake Measure** - A client intake must be completed for every client. The Contractor must notify the County for any client refusing to complete the intake form. Clients who do not complete the intake may not continue with the program.
 - b. **Client Mid-Service Measure** - A client mid-service measure must be completed at 14, 27 and 40 weeks,
 - c. **Client Exit Measure** - Client exit measures must be completed for each client completing or exiting the program.
 - d. **Client Satisfaction Surveys** - Surveys must be completed three times a year as required by the Program Evaluator. Surveys must be given to each client and sent to the Program Evaluator upon completion. The Contractor must work with the Program Evaluator to complete the surveys.
2. Other Reports
 - a. Monthly Summary Report - The Contractor shall provide a Monthly Summary Report to DPSS and the FPC by the tenth workday of each month following the previous month in which services were provided. The report shall include, but is not limited to:

- i. Names of clients in the program
 - ii. Number of clients referred to the program
 - iii. Number of clients completing intake
 - iv. Number of clients referred to alcohol and other drug services, and
 - v. Names of clients exiting the program, both successfully and unsuccessfully.
- b. FPC Client Progress Reports -Provide progress reports to the FPC and the referring social workers for each client as requested. Reports must contain each client's progress with the treatment plan, including but not limited to:
- i. Client attendance in treatment services
 - ii. Quality of client participation, and
 - iii. Any alcohol and other drug test results.

FPC team meetings and sessions are generally scheduled weekly. (Clients attend FPC weekly to monthly depending on their phase in the program.) Use progress reports as a tool to make recommendations to the FPC for clients who require services, sanctions, and/or rewards.

- c. Positive Drug Test Results - Document and report to DPSS and FPC all positive test results for alcohol or other drugs within one (1) business day of a positive drug test.
- d. Failure to Test Results - Document and report to DPSS and FPC all clients who fail to test for alcohol or other drugs within one (1) business day of failure to test.
- e. Failure to Report - Document and report to DPSS all FPC clients who do not report to the FPC Program or any referred services. Submit the report within one (1) business day of a client's failure to report to the program or any service.
- f. Data Collection - Maintain and update the court data tracking system. Coordinate with the Court for access to the court data tracking system.
- g. Special Data (Ad-Hoc) Reports - Complete special data reports as requested and scheduled by DPSS and agreed upon by the Contractor.

J. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed **\$370,000.20**.

Type	Billing Cost per Unit of Service as defined in Section III. Paragraph J. "Fiscal", subsection 2.i. of this contract		Maximum Amount
Individual Counseling	\$110		\$99,000
Group Counseling*	# of Clients in group	Prorated Group Amount	\$178,60
	6+	\$230.00	
	5	\$191.65	
	4	\$153.32	
	3	\$114.99	
	2	\$76.66	
1	\$38.33		
Urine Analysis (Drug Test)	\$28		\$92,400

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. The Contractor must include an itemized summary sheet with each month's billings. Contractor shall work with the County to develop the summary sheet.
- c. Contractor must submit a copy of the referral when the client first begins services
- d. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- e. 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.
- f. The Contractor shall submit a separate DPSS Forms 2076A and 2076B (if applicable) (Exhibit A) for each zone, following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- g. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for June are due no later than the 30th of July.
- h. If a client is criminally convicted pursuant to PC 1203.097 after their referral to this program, the Contractor will not bill DPSS for these services and instead seek reimbursement from the client. If the client is either unable or unwilling to pay, the Contractor will bill DPSS. The Contractor will not bill both DPSS and the client for the same services.

i. Unit of service definitions and acceptable supporting documentation is listed on the table below.

Unit	A single unit must include all of the following:	Acceptable Supporting Documentation
INDIVIDUAL COUNSELING		
A unit is one (1) single session with a client.	A single session is 50 minutes of face-to-face time with a client and is inclusive of the following: <ul style="list-style-type: none"> ▪ Case management (documenting notes contacting social worker); ▪ Administrative support (reporting, making phone calls); and, ▪ Operating costs. 	<ul style="list-style-type: none"> ▪ Client name and/or identifying number. Each client must be in RCEDB; ▪ Beginning and ending time; ▪ Date; and, ▪ Licensed Clinical Therapist name.
GROUP COUNSELING		
A unit of group counseling is defined as one (1) group session or more than six (6) clients. Groups with less than six (6) clients referred by DPSS will be prorated (as shown under I. Fiscal, 1. Maximum Reimbursable Amount).	Group counseling is a 90 minute session and is inclusive of the following: <ul style="list-style-type: none"> ▪ Case management (documenting notes contacting social worker); ▪ Administrative support (reporting, making phone calls); and, ▪ Operating costs. 	Sign-In Sheet from each class, including: <ul style="list-style-type: none"> ▪ Client(s) name and/or identifying number. Each client must be in RCEDB; ▪ Client(s) signature; ▪ Beginning and ending time; ▪ Date; ▪ Topic discussed; and, ▪ Facilitator name and signature.
URINE ANALYSIS (DRUG TESTING)		
A single unit is equal to one (1) drug screen.	Urine Analysis (Drug Test) is inclusive of the following: <ul style="list-style-type: none"> ▪ Collection and processing; ▪ Administrative support; and, ▪ Operating costs. 	<ul style="list-style-type: none"> ▪ Client name and/or identifying number. Each client must be in RCEDB; and, ▪ Test Date.

3. CASH / IN-KIND MATCH

The Contractor shall provide \$481.20 as a cash and/or in-kind match. The match is to be reported to the County using DPSS Form 2076B and Instructions (Exhibit A). Any funding from the California Department of Social Services cannot be used as a match.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this 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.

K. 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. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as Exhibit B and incorporated herein by this reference. The Contractor will sign and date Exhibit B and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this 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.

6. INSURANCE

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

7. LICENSES AND PERMITS

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

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

8. INDEPENDENT CONTRACTOR

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

9. 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.

10. PERSONNEL

a. 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.

b. 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 consume alcohol, or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

11. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - (2) has within a 3-year period preceding this 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;
 - (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

12. CHILD ABUSE REPORTING

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

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this 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. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding the clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2012 to June 30, 2013, with 2 one-year renewal option(s).

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: Mental Health Systems
9465 Farnham Street
San Diego, CA 92123

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) Multi-Service and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this 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

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

From: Mental Health Systems
Remit to Name
9465 Farnham Street
Address
San Diego CA 92123
City State Zip Code
Mental Health Systems
Contractor Name
CS-02418
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 (\$)

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 _____

INSTRUCTION FOR 2076A and 2076B

Department of Public Social Services

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

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

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

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

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

Mental Health Systems
NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

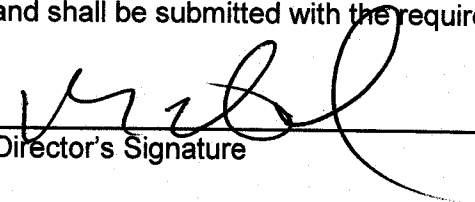
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with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

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

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

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

May 24, 2012
Date


Director's Signature

9465 Farnham Street
San Diego, CA 92123