

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



ITEM
3.22
(ID # 6339)

MEETING DATE:

Tuesday, May 22, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Five-Year Agreements with Alternatives to Domestic Violence and Shelter from the Storm, Inc., for Domestic Violence Shelter-Based Program Services. [District: All]; [Total Cost \$1,650,000, \$330,000 annually, up to \$165,000 in additional compensation - 100% Other Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Board Chairman to sign Agreement # AA-03886 with Alternatives to Domestic Violence and Agreement # AA-03901 with Shelter from the Storm, Inc., for Domestic Violence Shelter-Based Program Services, in an annual amount not to exceed \$330,000, for the period July 1, 2018 through June 30, 2023.
2. Authorize the Director of Department of Public Social Services (DPSS), or her designee, to administer the contracts.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding, to: sign County Counsel-approved amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


Susan Von Zabern, Director of Public Social Services 3/23/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: None
Abstained: Washington
Date: May 22, 2018
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board


Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 330,000	\$ 330,000	\$ 1,650,000	\$ 0.00
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SOURCE OF FUNDS: 100% Other (Presley and Domestic Violence Trust Funds)			Budget Adjustment:	No
			For Fiscal Year:	18/19-22/23

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

The Domestic Violence (DV) shelter-based program services will assist victims of domestic violence in identifying, escaping and stopping further abuse by providing services necessary for the family's safety and wellbeing.

Presley Funds were established for this purpose seventeen years ago through Board of Supervisors decree. The Executive Office was previously responsible for the contracts, but transferred all responsibilities to the Riverside County Department of Public Social Services (DPSS).

Pursuant to Board Policy A-18, section 4b, emergency shelters are exempt from the bidding process; however, to exercise due diligence, a Letter of Interest (LOI) # DPARC-549 was released on December 1, 2017 through County Purchasing and Fleet Services. The LOI was to verify that there were no other companies in Riverside County who could offer the DV Shelter-Based Services in addition to existing providers. The LOI was designed to seek interest from public, private and nonprofit organizations that met minimum requirements, including providing emergency shelter care for women and children victimized by domestic violence, crisis hotline, psychological support/peer counseling, drop-in call center for the domestic violence and community referrals.

After careful review of the responses from LOI # DPARC-549, awards were approved by County Purchasing and Fleet services and agreements were made to Alternatives to Domestic Violence, providing services in the western section of the county, and to Shelter from the Storm, providing services to the eastern section of the county.

Impact on Residents and Businesses

These services provide much needed assistance to individuals and families experiencing domestic violence (DV). Our DV Shelter partners provide a safe, secure shelter and psychological support/peer counseling.

Additional Fiscal Information

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

No County General Funds are required. The agreements will be funded by Presley Fund and the Domestic Violence Trust Fund.

Presley Funds (marriage license fees): A fee of \$23 from each marriage license is deposited into the county domestic violence shelter-based programs special fund. This money will be distributed evenly between contractors that qualify to enter into agreement with DPSS for DV shelter-based program services.

Superior Court Fees: Persons convicted of domestic abuse are required to pay a \$200 fine as a condition for probation, of which \$66.67 is deposited into a domestic violence trust fund.

Contract History and Price Reasonableness

DPSS has contracted with Riverside County DV Shelter Providers for eight (8) years. The County has been providing these agencies with the minimum level of funding to support year-round operations. Each agency relies on alternative funding sources to fully support their operations.


ATTACHMENTS

Attachment A: **Agreement # AA-03886 with Alternatives to Domestic Violence**

Attachment B: **Agreement # AA-03901 with Shelter from the Storm, Inc.**

SvZ:cg

Prev.Agn.Ref.: (07/16/13, Item #3.46) (5/8/10, Item #3.60) (06/05/07, Item #3.60)


Jennifer Sargent, Principal Management Analyst

5/16/2018


Scott Lee Haddon, Sr. Procurement Contract Specialist

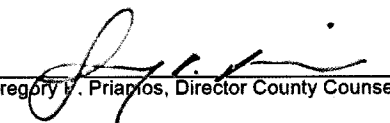
3/8/2018


Teresa Summers, Director of Purchasing

3/21/2018


Scott Lee Haddon, Sr. Procurement Contract Specialist

3/8/2018


Gregory V. Priamos, Director County Counsel

5/7/2018

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

and

**Shelter from the Storm, Inc.
Domestic Violence Shelter-Based Program Services
AA-03901**



MAY 22 2018 3.22

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Schedule A – "Schedule, Terms, and Method of Payment"

Schedule B – "Scope of Services"

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – DPSS 2076A, DPSS 2076B & Instructions

Attachment III – Bed Night Schedule

This Agreement is made and entered into this 1st day of July, 2018, by and between Shelter from the Storm, Inc., a California nonprofit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "CONTRACTOR" refers to Shelter from the Storm, Inc. including its employees, agents, representatives, subcontractors and suppliers.
- B. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment and as outlined and specified in Schedule B, Scope of Services, Attachment I Assurance of Compliance, and Attachment II DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2018 and continue through June 30, 2023, unless terminated earlier. The CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

The COUNTY shall pay the CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified about of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to the COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY or DPSS for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of the COUNTY or DPSS beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. DPSS shall make all payments to the CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on the CONTRACTOR stating the extent and effective date of termination.

- B. COUNTY may, upon five (5) calendar days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event the CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waivers of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waver or breach. Failure of the COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent the COUNTY from enforcing the terms of this Agreement.

8. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. The CONTRACTOR covenants that it presently has no interest, including by not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- B. The CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

9. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement shall be subject to inspection and test by the COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit him/her access to all necessary locations, equipment, materials or other requested items.
- B. The CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. The CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, State and Federal audits are completed, whichever is later.
- C. Any authorized COUNTY, State or the Federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary; and shall have the same right to monitor or inspect the work or services as the COUNTY.
- D. If the CONTRACTOR disagrees with an audit, the CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare, according to generally-accepted government accounting standards, and file with COUNTY its own certified financial and compliance audit. The CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient proceeds to self-monitor quality of services/products under this Agreement and shall permit COUNTY representative or other inspector, to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

10. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and the CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure, COUNTY operational procedures; and knowledge of sections of contractors, subcontractors or suppliers in advance of official announcement. The CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such Confidential Information pertaining to any applicant or recipient of services. The CONTRACTOR shall keep all Confidential Information received from COUNTY in the strictest confidence. The CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. The CONTRACTOR shall take special precautions, including but not limited to sufficient training of CONTRACTOR staff before they begin work, to protect such Confidential Information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. The CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of Confidential Information. The CONTRACTOR shall not disclose such information to anyone other than the COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by the COUNTY.

11. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its departments (including DPSS), agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of the CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. The CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving the COUNTY from any liability for the action to claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless COUNTY.

12. INSURANCE

- A. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. 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) calendar days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- E. 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.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. **WORKER'S COMPENSATION**

If CONTRACTOR has employees as defined by the State of California, 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.

14. **VEHICLE LIABILITY**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as additional Insured.

15. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

16. **INDEPENDENT CONTRACTOR**

It is agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties. The CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of the COUNTY including but not limited to workers' compensation, retirement or health benefits. The COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. The CONTRACTOR agrees to hold the COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. The CONTRACTOR agrees to indemnify and defend, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY, its officers, agents and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

17. **USE BY POLITICAL ENTITIES**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

18. **LICENSES AND PERMITS**

If applicable, the CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY or other regulatory authorities at the time the proposal are submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exceptions necessary for performance of this Agreement.

19. **NO DEBARMENT OR SUSPENSION**

The CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for: the commission of fraud, or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust status; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is 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 has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

20. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**

The CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon the CONTRACTOR to the same extent as they are upon COUNTY.

21. **EMPLOYMENT PRACTICES**

- A. The CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; and to the extent they apply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Agreement Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
- D. 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).
- E. EDD reporting requirements. CONTRACTOR shall provide required data and certification to the COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by Employment Development Department (EDD). Failure to submit the documentation or failure to comply when all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

22. **LOBBYING**

- A. The CONTRACTOR shall ensure no federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

23. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

24. SUBCONTRACTS

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for: the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust status; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (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 three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. The CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractor's employees.
- C. The CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of the CONTRACTOR and the COUNTY.

25. SUPPLANTATION

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

26. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

27. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

28. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

29. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

30. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

31. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. CONTRACTOR will sign and date Attachment I and return it to COUNTY along with the executed agreement. 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

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

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

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.

32. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

DPSS:

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

Invoices and other financial documents:

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

Contractor:

Shelter from the Storm, Inc
Executive Director
73555 Alessandro Dr., Suite D
Palm Desert, CA 92260

33. SIGNED IN COUNTERPARTS

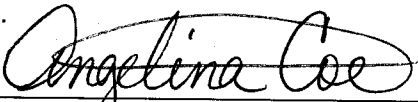
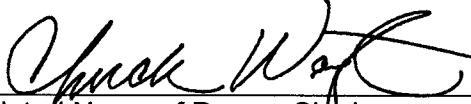
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

34. MODIFICATION OF TERMS

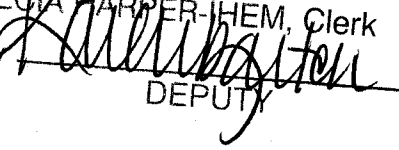
This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

35. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Shelter from the Storm, Inc. 	Authorized Signature for County 
Printed Name of Person Signing: Angelina Coe	Printed Name of Person Signing: Chuck Washington
Title: Executive Director	Title: Chair, Board of Supervisors
Date Signed: 23 rd April 2018	Date Signed: MAY 22 2018

FORM APPROVED COUNTY COUNSEL
 BY:  5/1/18
 DANIELLE D. MALAND DATE

ATTEST:
 KECIA HARRER-JHEM, Clerk
 BY: 
 DEPUTY

Schedule A
Schedule, Terms, and Method of Payment

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$110,000.00
July 1, 2019 through June 30, 2020	\$110,000.00
July 1, 2020 through June 30, 2021	\$110,000.00
July 1, 2021 through June 30, 2022	\$110,000.00
July 1, 2022 through June 30, 2023	\$110,000.00
Total	\$550,000.00

A.2 UNIT OF SERVICE COST RATE

The CONTRACTOR shall be paid for each unit of service, where a unit represents services to one (1) client based on a unit cost of \$50.00 per bed per night. Services for each client are described in Schedule B, Scope of Services. CONTRACTOR may not request more than 1/9 of the maximum reimbursable amount for the Agreement each month.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. The CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment II) along with Bed Night Schedule (Attachment III)
- d. CONTRACTOR invoice estimates for May and June are due no later than the 1st Friday of June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 FINANCIAL RESOURCES

During the term of this Agreement, the CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. The CONTRACTOR confirms there has been no material financial change in the CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 DISALLOWANCE

If the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement terms, the CONTRACTOR shall promptly refund the disallowed amount to COUNTY; or, at its option, COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

Schedule B
Scope of Services**B.1 SCOPE OF SERVICES**

In accordance with Welfare and Institutions Code 18294 – 18298, the CONTRACTOR shall provide all of the following basic services to victims of domestic violence and their children:

1. Shelter on a 24 hours a day, seven days a week basis;
2. A 24 hours a day, seven days a week telephone hotline for crisis calls;
3. Temporary housing and food facilities;
4. Psychological support and peer counseling;
5. Referrals to existing services in the community;
6. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
7. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
8. Emergency transportation as needed;
9. Provide a method of obtaining the following services for victims of domestic violence: Medical care; Legal assistance; Psychological support and counseling; and Information regarding other available social services;
10. Work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs;
11. Attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
12. Provide training for staff and volunteers who serve as a domestic violence counselor, or in a similar role, and therefore, must meet the training requirements set forth in Section 1037.1 of the Evidence Code.

A domestic violence counselor is a person employed by a domestic violence victim service organization, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence.
13. Make every effort to recruit formerly battered persons as staff members.

B.2 REPORTING**1. Monthly Report**

Monthly reports shall be provided to DPSS no later than 30 days after the end of the month in which the services were provided at: contractreporting@riversidedpss.org

- a) The total number of persons requesting services under this contract; and,
- b) The number of person served, by each type of service provided; and,
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

2. Annual Report

In accordance with Welfare and Institutions Code 18300, an annual report shall be submitted to DPSS by August 18, and mailed to the DPSS address referenced in Section 28. NOTICES of this Agreement or emailed to contractreporting@riversidedpss.org. The report shall include a yearly summary of the following information:

- a) The total number of persons requesting services under this contract; and,
- b) The number of person served, by each type of service provided; and,
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

3. Other Reports

Additional data may be required on an as needed basis.

ATTACHMENT I
Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**
Shelter from the Storm, Inc.

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

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

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

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

23rd of April 2018
Date

 Executive Director
Director's Signature

Shelter From The Storm, Inc.
73550 Alessandro Drive, Ste 103
Palm Desert, CA 92260
Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT II

DPSS2067A, DPSS 2067B, & INSTRUCTIONS

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: Shelter from the Storm, Inc.
Remit to Name
Address
Contractor Name
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.

ATTACHMENT III
 SHELTER FROM THE STORM, INC.
 Bed Night Schedule Month-Year

AA-03901

DATE	# OF BED NIGHTS	RATE	TOTAL
07/01/18		\$ 50.00	\$
07/02/18		\$ 50.00	\$
07/03/18		\$ 50.00	\$
07/04/18		\$ 50.00	\$
07/05/18		\$ 50.00	\$
07/06/18		\$ 50.00	\$
07/07/18		\$ 50.00	\$
07/08/18		\$ 50.00	\$
07/09/18		\$ 50.00	\$
07/10/18		\$ 50.00	\$
07/11/18		\$ 50.00	\$
07/12/18		\$ 50.00	\$
07/13/18		\$ 50.00	\$
07/14/18		\$ 50.00	\$
07/15/18		\$ 50.00	\$
07/16/18		\$ 50.00	\$
07/17/18		\$ 50.00	\$
07/18/18		\$ 50.00	\$
07/19/18		\$ 50.00	\$
07/20/18		\$ 50.00	\$
07/21/18		\$ 50.00	\$
07/22/18		\$ 50.00	\$
07/23/18		\$ 50.00	\$
07/24/18		\$ 50.00	\$
07/25/18		\$ 50.00	\$
07/26/18		\$ 50.00	\$
07/27/18		\$ 50.00	\$
07/28/18		\$ 50.00	\$
07/29/18		\$ 50.00	\$
07/30/18		\$ 50.00	\$
07/31/18		\$ 50.00	\$

ACTUAL # OF BED NIGHTS	<input type="text"/>	ACTUAL TOTAL	\$ <input type="text"/>
BILLABLE # OF BED NIGHTS	<input type="text"/>	BILLABLE TOTAL	\$ <input type="text" value="-"/>

Notes: Contractor may not request more than 1/9 of the maximum reimbursable amount for the agreement each month.

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

and

**Alternatives to Domestic Violence
Domestic Violence Shelter Program Services
AA-03886**



MAY 22 2018 3.22

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- Attachment I – Assurance of Compliance
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- Attachment III – Bed Night Schedule

This Agreement is made and entered into this 1st day of July, 2018, by and between Alternatives to Domestic Violence, a California nonprofit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. **DEFINITIONS**
 - A. "CONTRACTOR" refers to Alternatives to Domestic Violence including its employees, agents, representatives, subcontractors and suppliers.
 - B. "DPSS" or "COUNTY" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. DPSS and COUNTY are used interchangeably in this Agreement.
2. **DESCRIPTION OF SERVICES**

CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment and as outlined and specified in Schedule B, Scope of Services, Attachment I Assurance of Compliance, and Attachment II DPSS 2076A, DPSS 2076B & Instructions.
3. **PERIOD OF PERFORMANCE**

This Agreement shall be effective July 1, 2018 and continue through June 30, 2023, unless terminated earlier. The CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.
4. **COMPENSATION**

The COUNTY shall pay the CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified about of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to the COUNTY within thirty (30) calendar days of the expiration or termination.
5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

The obligation of COUNTY or DPSS for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of the COUNTY or DPSS beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. DPSS shall make all payments to the CONTRACTOR that were properly earned prior to the unavailability of funding.
6. **TERMINATION**
 - A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on the CONTRACTOR stating the extent and effective date of termination.

- B. COUNTY may, upon five (5) calendar days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event the CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waivers of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of the COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent the COUNTY from enforcing the terms of this Agreement.

8. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. The CONTRACTOR covenants that it presently has no interest, including by not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- B. The CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

9. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement shall be subject to inspection and test by the COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit him/her access to all necessary locations, equipment, materials or other requested items.
- B. The CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. The CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, State and Federal audits are completed, whichever is later.
- C. Any authorized COUNTY, State or the Federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary; and shall have the same right to monitor or inspect the work or services as the COUNTY.
- D. If the CONTRACTOR disagrees with an audit, the CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare, according to generally-accepted government accounting standards, and file with COUNTY its own certified financial and compliance audit. The CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient proceeds to self-monitor quality of services/products under this Agreement and shall permit COUNTY representative or other inspector, to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

10. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and the CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure, COUNTY operational procedures; and knowledge of sections of contractors, subcontractors or suppliers in advance of official announcement. The CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such Confidential Information pertaining to any applicant or recipient of services. The CONTRACTOR shall keep all Confidential Information received from COUNTY in the strictest confidence. The CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. The CONTRACTOR shall take special precautions, including but not limited to sufficient training of CONTRACTOR staff before they begin work, to protect such Confidential Information from loss or unauthorized use, access, disclosure, modification or destruction.

- C. The CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of Confidential Information. The CONTRACTOR shall not disclose such information to anyone other than the COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by the COUNTY.

11. **HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its departments (including DPSS), agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of the CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. The CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving the COUNTY from any liability for the action to claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless COUNTY.

12. **INSURANCE**

- A. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. 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) calendar days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- E. 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 of self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13.

WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, 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.

14. **VEHICLE LIABILITY**
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as additional Insured.
15. **COMMERCIAL GENERAL LIABILITY**
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
16. **INDEPENDENT CONTRACTOR**
It is agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties. The CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of the COUNTY including but not limited to workers' compensation, retirement or health benefits. The COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. The CONTRACTOR agrees to hold the COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. The CONTRACTOR agrees to indemnify and defend, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY, its officers, agents and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.
17. **USE BY POLITICAL ENTITIES**
The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY and under certain circumstances entities located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
18. **LICENSES AND PERMITS**
If applicable, the CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY or other regulatory authorities at the time the proposal are submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exceptions necessary for performance of this Agreement.
19. **NO DEBARMENT OR SUSPENSION**
The CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency; has not within a three-year period preceding this Agreement been

convicted of or had a civil judgment rendered against them for: the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust status; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is 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 has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

20. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**

The CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon the CONTRACTOR to the same extent as they are upon COUNTY.

21. **EMPLOYMENT PRACTICES**

A. The CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; and to the extent they apply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Agreement Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.

D. 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).

E. EDD reporting requirements. CONTRACTOR shall provide required data and certification to the COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by Employment Development Department (EDD). Failure to submit the documentation or failure to comply when all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

22. **LOBBYING**

A. The CONTRACTOR shall ensure no federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

23. **ADVERSE GOVERNMENT ACTION**

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

24. **SUBCONTRACTS**

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for: the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust status; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (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 three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. The CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractor's employees.
- C. The CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of the CONTRACTOR and the COUNTY.

25. SUPPLANTATION

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

26. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

27. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

28. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

29. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

30. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

31. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. CONTRACTOR will sign and date Attachment I and return it to COUNTY along with the executed agreement. 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

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

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

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.

32. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

DPSS:

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

Invoices and other financial documents:

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

CONTRACTOR:

Alternatives to Domestic Violence
Executive Director
PO Box 910
Riverside, CA 92502

33. SIGNED IN COUNTERPARTS


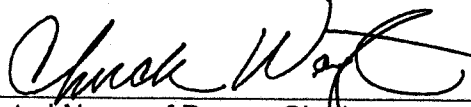
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.


34. MODIFICATION OF TERMS


This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

35. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Alternatives to Domestic Violence 	Authorized Signature for County 
Printed Name of Person Signing: Florence White	Printed Name of Person Signing: Chuck Washington
Title: Chief Executive Officer	Title: Chair, Board of Supervisors
Date Signed: 4-28-18	Date Signed: MAY 22 2018

FORM APPROVED COUNTY COUNSEL
BY:  5/4/18
DANIELLE D. MALAND DATE

ATTEST:
KECIA HARRER-JHEM, Clerk
BY: 
DEPUTY

Schedule A
Schedule, Terms, and Method of Payment

A.1 **MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2018 through June 30, 2019	\$220,000.00
July 1, 2019 through June 30, 2020	\$220,000.00
July 1, 2020 through June 30, 2021	\$220,000.00
July 1, 2021 through June 30, 2022	\$220,000.00
July 1, 2022 through June 30, 2023	\$220,000.00
Total	\$1,100,000.00

A.2 **UNIT OF SERVICE COST RATE**

The CONTRACTOR shall be paid for each unit of service, where a unit represents services to one (1) client based on a unit cost of \$50.00 per bed per night. Services for each client are described Schedule B, Scope of Services. CONTRACTOR may not request more than 1/9 of the maximum reimbursable amount for the Agreement each month.

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

- a. The CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment II) along with Bed Night Schedule (Attachment III).
- d. CONTRACTOR invoice estimates for May and June are due no later than 1st Friday of June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 **FINANCIAL RESOURCES**

During the term of this Agreement, the CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. The CONTRACTOR confirms there has been no material financial change in the CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.5 **DISALLOWANCE**

If the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement terms, the CONTRACTOR shall promptly refund the disallowed amount to COUNTY; or, at its option, COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

In accordance with Welfare and Institutions Code 18294 – 18298, the CONTRACTOR shall provide all of the following basic services to victims of domestic violence and their children:

1. Shelter on a 24 hours a day, seven days a week basis;
2. A 24 hours a day, seven days a week telephone hotline for crisis calls;
3. Temporary housing and food facilities;
4. Psychological support and peer counseling;
5. Referrals to existing services in the community;
6. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
7. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program;
8. Emergency transportation as needed;
9. Provide a method of obtaining the following services for victims of domestic violence: Medical care; Legal assistance; Psychological support and counseling; and Information regarding other available social services;
10. Work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs;
11. Attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
12. Provide training for staff and volunteers who serve as a domestic violence counselor, or in a similar role, and therefore, must meet the training requirements set forth in Section 1037.1 of the Evidence Code.
 - a) A domestic violence counselor is a person employed by a domestic violence victim service organization, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence.
13. Make every effort to recruit formerly battered persons as staff members.

B.2 REPORTING

1. Monthly Report

Monthly reports shall be provided to DPSS no later than 30 days after the end of the month in which the services were provided at: contractreporting@riversidedpss.org

- a) The total number of persons requesting services under this contract; and,
- b) The number of person served, by each type of service provided; and,
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

2. Annual Report

In accordance with Welfare and Institutions Code 18300, an annual report shall be submitted to DPSS by August 18, and mailed to the DPSS address referenced in Section 28. NOTICES of this Agreement or emailed to contractreporting@riversidedpss.org. The report shall include a yearly summary of the following information:

- a) The total number of persons requesting services under this contract; and,
- b) The number of person served, by each type of service provided; and,
- c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

3. Other Reports

Additional data may be required on an as needed basis.

ATTACHMENT I
Assurance of Compliance

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

Alternatives to Domestic Violence

NAME OF ORGANIZATION

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

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

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

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

4-28-18
Date


Director's Signature

4150 Potham Bldg A Riverside 92501
Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

ATTACHMENT II

DPSS 2067A, DPSS 2067B, & Instructions

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: Alternatives to Domestic Violence
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date



Business Unit (5) _____

Account (6) _____

Fund (5) _____

Dept ID (10) _____

Program (5) _____

Class (10) _____

Project/Grant (15) _____

Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____

Amount Authorized _____

If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____

Management Reporting Unit _____ Date _____

Contracts Administration Unit _____ Date _____

General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

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

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

ATTACHMENT III
 ALTERNATIVES TO DOMESTIC VIOLENCE
 Bed Night Schedule Month-Year

AA-03886

DATE	# OF BED NIGHTS	RATE	TOTAL
07/01/18		\$ 50.00	\$
07/02/18		\$ 50.00	\$
07/03/18		\$ 50.00	\$
07/04/18		\$ 50.00	\$
07/05/18		\$ 50.00	\$
07/06/18		\$ 50.00	\$
07/07/18		\$ 50.00	\$
07/08/18		\$ 50.00	\$
07/09/18		\$ 50.00	\$
07/10/18		\$ 50.00	\$
07/11/18		\$ 50.00	\$
07/12/18		\$ 50.00	\$
07/13/18		\$ 50.00	\$
07/14/18		\$ 50.00	\$
07/15/18		\$ 50.00	\$
07/16/18		\$ 50.00	\$
07/17/18		\$ 50.00	\$
07/18/18		\$ 50.00	\$
07/19/18		\$ 50.00	\$
07/20/18		\$ 50.00	\$
07/21/18		\$ 50.00	\$
07/22/18		\$ 50.00	\$
07/23/18		\$ 50.00	\$
07/24/18		\$ 50.00	\$
07/25/18		\$ 50.00	\$
07/26/18		\$ 50.00	\$
07/27/18		\$ 50.00	\$
07/28/18		\$ 50.00	\$
07/29/18		\$ 50.00	\$
07/30/18		\$ 50.00	\$
07/31/18		\$ 50.00	\$

ACTUAL # OF BED NIGHTS ACTUAL TOTAL \$

BILLABLE # OF BED NIGHTS BILLABLE TOTAL \$

Notes: Contractor may not request more than 1/9 of the maximum reimbursable amount for the agreement each month