

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



ITEM
3.25
(ID # 6698)

MEETING DATE:

Tuesday, June 5, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Five-Year Agreement with Family Service Association for Child Abuse Prevention Council - Lead Agent. [District: All]; [Total Cost \$2,840,185.00, \$568,037.00 Annually, Potential Additional Compensation up to \$284,018.50 over 5 years - 100% Children's Trust Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Board Chairman to execute agreement #CS-03969 with Family Services Association for the Child Abuse Prevention Council, in the amount of \$568,037.00 annually for a period of five years, from July 1, 2018 through June 30, 2023.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

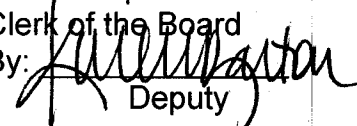
ACTION: Policy


Susan Von Zabern, Director of Public Social Services 4/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 5, 2018
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
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	\$568,037	\$568,037	\$2,840,185	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Children's Trust Fund			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Per Welfare and Institutions Code Sections 18965 through 19070, the Board of Supervisors may designate a local agency as a lead agency, coordinating regional child abuse prevention and intervention services and overseeing the Children's Trust Fund.

A Request for Proposal (RFP) was released by DPSS through Riverside County Purchasing and Fleet Services to obtain these services for five years through 22/23.

Impact on Residents and Businesses

These programs provide much needed assistance to Riverside County individuals and families who may be considered at-risk and in need of child abuse prevention and intervention services.

Additional Fiscal Information

Funding for this contract will come from the Children's Trust Fund.

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	\$568,037.00
July 1, 2019 through June 30, 2020	\$568,037.00
July 1, 2020 through June 30, 2021	\$568,037.00
July 1, 2021 through June 30, 2022	\$568,037.00
July 1, 2022 through June 30, 2023	\$568,037.00
Total	\$2,840,185.00

Contract History and Price Reasonableness

On October 30, 2017 Riverside County Purchasing and Fleet Services released an RFP for Child Abuse Prevention Council (CAPC) – Lead Agent (DPARC-537) sending solicitations to 64 companies and advertising on the County's Internet and Public Purchase website. Sixty-two vendors accessed the bid on Public Purchase and of those, 37 downloaded the RFP. The RFP closed on December 4, 2017 with one proposal received from the incumbent provider, Family Service Association (FSA).

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

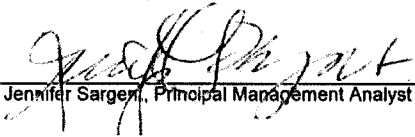
The proposal and clarification responses were evaluated by a team of five DPSS employees. The evaluators each hold extensive knowledge and expertise in child welfare services and the goals specific to the use of the Children's Trust Fund and the purpose of the regional child abuse prevention collaborative. FSA's proposal was evaluated based on their scope of work, experience and bid price. During the evaluation phase, one clarification of scope and one best and final offer was issued to the bidder.

FSA presented a clear and detailed RFP response. Overall, FSA displayed a great history of success in their work with current programs and provided a detailed plan that demonstrated capacity for continuing to produce a successful, results-oriented Child Abuse Prevention Council. The evaluation committee determined that FSA's proposal indicated the delivery of a high quality program for the residents of Riverside County.

Based on this determination, FSA is recommended for award, for a total amount of \$568,037 annually for five (5) years.

ATTACHMENTS:

Attachment A: Agreement CS-03969 with Family Service Association (3 copies)



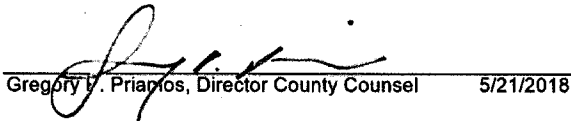
Jennifer Sargent, Principal Management Analyst

5/29/2018



Teresa Summers, Director of Purchasing

5/15/2018



Gregory V. Priamos, Director County Counsel

5/21/2018

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

and

**Family Service Association
Child Abuse Prevention Council (CAPC)
CS-03969**



JUN 05 2018

3.25

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	DESCRIPTION OF SERVICES	3
3.	PERIOD OF PERFORMANCE	3
4.	COMPENSATION	3
5.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS.....	3
6.	TERMINATION	3
7.	REQUEST FOR WAIVER AND WAIVER OF BREACH	4
8.	TRANSITION PERIOD.....	4
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	4
10.	CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST	4
11.	RECORDS, INSPECTIONS, AND AUDITS.....	5
12.	CONFIDENTIALITY	5
13.	HOLD HARMLESS/INDEMNIFICATION	6
14.	INSURANCE.....	6
15.	WORKER'S COMPENSATION	8
16.	VEHICLE LIABILITY.....	8
17.	COMMERCIAL GENERAL LIABILITY.....	8
18.	CYBER LIABILITY	8
19.	INDEPENDENT CONTRACTOR.....	9
20.	USE BY POLITICAL ENTITIES.....	9
21.	LICENSES AND PERMITS	9
22.	NO DEBARMENT OR SUSPENSION.....	9
23.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES.....	9
24.	EMPLOYMENT PRACTICES.....	9
25.	PERSONNEL.....	10
26.	LOBBYING.....	11
27.	ADVERSE GOVERNMENT ACTION	11
28.	SUBCONTRACTS	11
29.	SUPPLANTATION	12
30.	ASSIGNMENT	12
31.	FORCE MAJEURE.....	12
32.	GOVERNING LAW.....	12
33.	DISPUTES.....	12
34.	ADMINISTRATIVE/CONTRACT LIAISON.....	13
35.	CIVIL RIGHTS COMPLIANCE	13
36.	NOTICES.....	14
37.	SIGNED IN COUNTERPARTS	15
38.	MODIFICATION OF TERMS.....	15
39.	ENTIRE AGREEMENT	15

List of Schedules

Schedule A – "Payment Provisions"

Schedule B – "Scope of Services"

List of Attachments

Attachment I – Assurance of Compliance

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

This Agreement is made and entered into this ____ day of _____, 201__, by and between Family Service Association, 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. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CONTRACTOR" refers to Family Service Association including its employees, agents, representatives, subcontractors, and suppliers.
- C. "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, Payment Provisions, 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. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." 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 amount 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 COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year 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 COUNTY 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. COUNTY shall make all payments to 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 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, COUNTY may proceed with the work in any manner deemed proper by 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;
 - (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, 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**
Waiver 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 COUNTY to require exact, full compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
8. **TRANSITION PERIOD**
CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.
9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**
CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**

- A. CONTRACTOR covenants that it presently has no interest, including but 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. 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 CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. 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 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 access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. 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 COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and 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 contractors, subcontractors or suppliers in advance of official announcement. 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. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code (WIC) Section 10850.

- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, 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 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 its sole cost, have the right to use counsel of its 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. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

14. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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. 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 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 to this Agreement with 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 with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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 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 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 CONTRACTOR's insurance shall be construed as primary insurance, and 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 of self-insurance acceptable to 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.

15. 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.

16. 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.

17. 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.

18. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of this Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but is not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

19. **INDEPENDENT CONTRACTOR**
It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold 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. 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, 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.
20. **USE BY POLITICAL ENTITIES**
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 to every political entity 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 CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.
21. **LICENSES AND PERMITS**
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is 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.
22. **NO DEBARMENT OR SUSPENSION**
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, 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 it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; 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.
23. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**
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 CONTRACTOR to the same extent as they are upon COUNTY.
24. **EMPLOYMENT PRACTICES**
A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

- B. 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, if applicable, 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, CONTRACTOR shall certify and comply with Public Contract 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, 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. CONTRACTOR shall provide required data and certification to 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 the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

25. PERSONNEL

- A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked;
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
 CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive

2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

D. Required Licenses or Certifications

All employees/subcontractors responsible for administering or providing services under this Agreement must have knowledge of evidence-based practices for child abuse prevention efforts.

E. Required Level of Education

All professional staff responsible for administering or providing services under this Agreement must possess a Bachelor's Degree in the Behavioral Science field or have adequate paraprofessional experience which is approved by DPSS.

26. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated 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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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.

27. 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.

28. SUBCONTRACTS

- A. 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; 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; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted 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. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. 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 CONTRACTOR and COUNTY.

29. SUPPLANTATION

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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. 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.

30. ASSIGNMENT

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.

31. 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.

32. 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.

33. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of 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. 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.

34. ADMINISTRATIVE/CONTRACT LIAISON

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

35. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached 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 Riverside County DPSS Civil Rights Coordinator 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 a copy of this brochure, visit the following website at:

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

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.

36. 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:

COUNTY:

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:

Family Service Association
Veronica Dover, COO
21250 Box Springs Road Ste 212

Moreno Valley, CA 92257

CONTRACTOR "Remit To" address:
 Family Service Association
 21250 Box Springs Road Ste 212
 Moreno Valley, CA 92257

37. 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.

38. 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.

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. 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 Family Service Association 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Veronica Dover	Printed Name of Person Signing: Chuck Washington
Title: Chief Operating Officer	Title: Chair, Board of Supervisors
Date Signed: 5/14/18	Date Signed: JUN 05 2018

FORM APPROVED COUNTY COUNSEL
 BY:  5/16/18
 DANIELLE D. MALAND DATE

ATTEST:
 KEQIA HARPER-IHEM, Clerk
 BY: 
 DEPUTY

Schedule A
Payment Provisions

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	\$568,037.00
July 1, 2019 through June 30, 2020	\$568,037.00
July 1, 2020 through June 30, 2021	\$568,037.00
July 1, 2021 through June 30, 2022	\$568,037.00
July 1, 2022 through June 30, 2023	\$568,037.00
Total	\$2,840,185.00

A.2 LINE ITEM

a. Line Item Budget

ITEM	SALARIES AND BENEFITS	DPSS COST
A	Salaries	229,380
B	Benefits	92,676
1. TOTAL SALARIES AND BENEFITS COSTS		322,056
ITEM	PROGRAM/ OPERATIONAL COSTS	DPSS COST
C	Program / Operational Costs:	171,889
2. TOTAL PROGRAM / OPERATIONAL COSTS		171,889
ITEM	ADMINISTRATIVE / OVERHEAD COSTS	DPSS COST
D.	Other: Admin/Indirect Costs	74,092
3. TOTAL ADMINISTRATIVE / OVERHEAD COSTS		74,092
TOTALS		
1. SALARIES & BENEFITS TOTAL		322,056
2. PROGRAM / OPERATIONAL TOTAL		171,889
3. ADMINISTRATIVE / OVERHEAD COSTS TOTAL		74,092
GRAND TOTAL		568,037
ESTIMATED IN-KIND MATCH TOTAL		285,873

b. CONTRACTOR will provide the following supporting documentation along with its monthly invoice:

1. Payroll, salary, and benefits –
 - i. Payroll register or report including employee names, hours, wage rate, wage amount, benefit amount, pay dates.
 - ii. Time and activity including employee names, dates worked, hours allocated to DPSS programs.
2. Operating expenses – schedule or statement of costs; allocation basis to CONTRACTOR.
3. Equipment
 - i. Copy of invoice or receipt.
 - ii. Proof of payment.
Include copy of check, general ledger, or credit card receipt.

4. Travel and per diem (if applicable) – mileage report; copy of invoice or receipts.
 - i. Mileage log for DPSS activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
 - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts.
 - iii. Meal and mileage costs will be held to following COUNTY limits:
 - (a) Lodging
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.
 - (b) Meal Expenses
The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Amounts may not be aggregated. No reimbursement for alcoholic beverages.
 - (c) Transportation
Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.
 - (d) Rental cars
Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.
5. Client Purchases
 - i. Description of item.
 - ii. Client signature log including date, client name, item issued, program, client signature.
 - iii. Proof of payment including copy of check and purchase receipt.
6. Operating costs (direct or indirect) – include one of the following
 - i. Cost schedule by allocation basis of calculated allocating costs to DPSS program.
 - ii. Copy of invoice or receipts.
 - iii. Approved Indirect Cost Rate (ICR).
- c. For expenses claimed based on historical or budget estimates, CONTRACTOR shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. 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).
- d. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CASH/IN-KIND MATCH

In accordance with WIC section 18983.8, CONTRACTOR shall provide a 33-1/3% cash and/or in-kind match of the total amount claimed under this Agreement. The match is to be reported to COUNTY using DPSS Form 2076B, Contractor Expenditure Report form. California Department of Social Services funding cannot be used as a match.

A.5 FINANCIAL RESOURCES

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

A.6 DISALLOWANCE

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

Schedule B
Scope of Services**B.1 DPSS RESPONSIBILITIES**

- a. Assign staff to be liaison between DPSS and CONTRACTOR.
- b. DPSS may monitor the performance of CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, monthly written reports, evaluations, and CONTRACTOR self-monitoring.
- c. DPSS may attend Child Abuse Prevention Council (CAPC) Board of Directors meetings as a non-voting member.
- d. Once received by the CONTRACTOR, submit the CAPC annual report for presentation to the County Board of Supervisors no later than the first Board of Supervisors meeting in December of each year.

B.2 CONTRACTOR RESPONSIBILITIES

- a. CONTRACTOR must have dedicated administrative staff to implement and coordinate this program. Dedicated staff will be the liaison between CONTRACTOR and DPSS and responsibilities include:
 - (a) Participation in the COUNTY's quarterly Joint Operational Meetings (JOMs) to evaluate the effectiveness of outreach, assess strengths and concerns of program implementation, discuss program development, and review contractual obligations.
- b. CONTRACTOR must coordinate and provide oversight over the CAPC. The CAPC is a community council whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse (WIC 18982).
- c. CONTRACTOR must maintain the CAPC with representatives from the following (WIC 18982.1):
 - (a) Public child welfare services, including representatives from:
 - i. DPSS or children's services department
 - ii. The probation department
 - iii. Licensing agencies (any state, county, or public agency authorized by the California Department of Social Services to assume specified licensing responsibilities pursuant to Health & Safety Code 1596.77 and 1596.82)
 - (b) The criminal justice system, including representatives from:
 - i. Law Enforcement
 - ii. The Office of the District Attorney
 - iii. The Courts
 - iv. The Coroner
 - (c) Prevention and treatment services communities, including representatives from:
 - i. Medical and mental health services
 - ii. Community-based social services
 - iii. Public and private schools

- (d) Community representatives, including representatives from:
 - i. Community volunteers
 - ii. Civic organizations
 - iii. Religious Community
- d. CONTRACTOR shall form committees to carry out functions, such as, interagency coordination, multidisciplinary personnel team*, professional training, public awareness, service improvement, advocacy, and fundraising. *Multi-Disciplinary Personnel Teams must adhere to WIC Section 5328, subdivision (1) and WIC Section 18951, subdivision (d), and WIC Section 18961. (WIC 18982.4).
- e. In accordance with WIC section 18983.6, CONTRACTOR must develop a protocol for interagency coordination and provide annual reports to the County Board of Supervisors.
- f. CONTRACTOR shall provide recommendations and oversight regarding the allocation of the Children's Trust Fund. The COUNTY is the fiscal agent for the CTF and retains all control of the fund (WIC 18967).

B.3 REGIONAL COLLABORATIVES

- a. The awarded vendor will provide lead administrative oversight, guidance and financial support for all CAPC regional Collaboratives. The vendor must maintain a minimum of one (1) regional collaborative in each of the five (5) Riverside County Supervisorial Districts; plus one (1) additional Collaborative in both Districts 3 and 4 for a TOTAL of seven (7) Collaboratives Countywide. If additional Collaboratives are needed, the vendor shall work with DPSS to identify and create those Collaboratives.
- b. Each regional collaborative shall consist of a broad base of volunteers representing the community and shall establish and implement annual goals by September 1st to meet the CAPC objectives including community events that benefit children, family-partners, and professionals in the recognition, early intervention, and prevention of child abuse and neglect; fundraising activities; etc.

B.4 COMMUNITY OUTREACH

- a. CONTRACTOR shall participate in the assessment of community needs and recommendations regarding expenditure of Child Abuse Prevention, Intervention and treatment (CAPIT), Promoting Safe and Stable Families (PSSF), Children's Trust Fund (CTF), and Community Based Child Abuse Prevention (CBCAP) funds by:
 - (a) Assisting with the COUNTY's Needs Assessment with the participation of the community and community partners to determine service needs and gaps in service. The Needs Assessment is a five-year plan to address the COUNTY's Child Abuse Prevention services and is required to receive State and Federal funding.
 - (b) Assisting with the Community Partner Forum. The Community Partner Forum is an event where members of the community, community providers and community partners review and provide feedback on the COUNTY's System Improvement Plan, and new and ongoing initiatives.
 - (c) Approving CAPIT, PSSF or CTF award recommendations via letter from the Child Abuse Prevention Council Board to the COUNTY Board of Supervisors. Recommendations will stem from the COUNTY bid process with evaluations completed by a committee independent of the CAPC.

- b. CONTRACTOR shall network with providers in the community to facilitate/coordinate ongoing family strengthening services, based on community needs, at the Family Resource Centers (FRCs).
- c. CONTRACTOR must develop a website that provides information to the public, COUNTY Board of Supervisors and DPSS. This communication vehicle shall be updated monthly and shall include:
 - (a) Calendar and information of upcoming events and trainings, including contact information;
 - (b) Information on past events;
 - (c) Trainings available;
 - (d) Publications;
 - (e) Resource Directory;
 - (f) Outreach efforts;
 - (g) Ongoing awareness campaigns;
 - (h) History of sponsored events and awareness campaigns;
 - (i) Success stories from families who have benefited from the services that were provided to them;
 - (j) Staff contact information;
 - (k) Council Board Members, meeting dates, Board agenda and minutes; and
 - (l) Regional collaborative information, including contact information and upcoming agendas and minutes.
- d. CONTRACTOR shall partner with communities to map and strengthen a comprehensive, accessible, unified network of sustainable family-support organizations who are able to collaborate effectively in meeting the needs of at-risk children and families, with the goal to strengthen this network. CONTRACTOR shall propose an appropriate tool for mapping the network of sustainable family-support organizations which will be approved by DPSS.

B.5 OUTCOMES

- a. CONTRACTOR shall link and unite prevention partners around a shared prevention agenda by:
 - (a) Expanding collaborative participation of new agencies and community partners by 10% each contract year after the first year baseline has been established.
 - (b) Advancing innovative partnerships that increase and influence prevention funds and/or promote prevention-focused policies. Identify one (1) additional funding source in the first year.
- b. CONTRACTOR shall widely disseminate culturally responsive resources and tools that promote the prevention of child abuse and neglect.
 - (a) Participate in, at minimum, one (1) community event in each supervisorial district to distribute culturally and language appropriate materials related to the prevention of child maltreatment.
 - (b) Child maltreatment prevention materials provided must be at minimum 30% in Spanish and all at a third (3rd) grade reading comprehension level.
 - (c) Identify additional modalities of dissemination of prevention information such as a Child Abuse and Neglect (CAN) prevention dedicated website, CAN prevention dedicated social media accounts, or other related efforts.

(d) Coordinate quarterly resource fairs at each of the five (5) Riverside County Family Resource Centers:

1. Desert Hot Springs FRC
14201 Palm Drive, Ste. 108
DHS, CA 92240
2. Mead Valley FRC
21091 Rider St. Ste. 204
Perris, CA 92570
3. Mecca FRC
91-275 66th Avenue, Ste. 100
Mecca, CA 92254
4. Perris Valley FRC
2055 N. Perris Blvd. Ste. C-1
Perris, CA 92570
5. Rubidoux FRC
5473 Mission Boulevard
Jurupa Valley, CA 92509

(e) Increase distribution of outreach materials via these efforts by 10% in the second year.

- c. In collaboration with DPSS-CSD, CONTRACTOR shall identify, refer, and coordinate additional providers of Child Abuse Prevention services in each of the five (5) Family Resource Centers. Services should be based on the individual needs of each FRC community. CONTRACTOR shall determine community needs through surveys, outreach events and the COUNTY Needs Assessment.
- d. CONTRACTOR shall provide Child Abuse Mandated Reporter Training (MRT) throughout the COUNTY for a total of not less than 24 times a year to any group requesting the training. This training shall be in compliance with Penal Code 11165.7 through 11167.
- e. Participate and assist DPSS in community needs assessments, especially focused on child maltreatment issues, in each of the five (5) supervisorial districts.

B.6 EVALUATION

- a. The CONTRACTOR must utilize additional evaluation tools for internal evaluation and data-tracking purposes.
- b. The results generated by the evaluation tool(s) during the first year of implementation will be used to establish a baseline for future use in determining appropriate percentage(s) of change for targeted program outcomes. In subsequent years, changes to target program objective percentage(s) of change may be modified based on the collected data.
- c. All data collected for the purpose of program evaluation, is the sole property of DPSS. CONTRACTOR is permitted to use data for their organizational demographic service reporting within the limits of confidentiality policies and regulations.

- d. All evaluation data must be submitted as encrypted files to the DPSS CSD Liaison at PDRreports@rivco.org by the 15th of the month following services.

B.7 REPORTING

- a. CONTRACTOR must submit Monthly Reports to CSD by the 15th of each month, which include the following:
- (a) Monthly Agenda(s) for Regional Collaboratives and Council;
 - (b) Approved monthly minutes for Regional Collaboratives and Council;
 - (c) Unduplicated attendance count for Regional Collaborative meetings, and identify number of family-partners in attendance and any membership changes;
 - (d) Number and type of services provided at each FRC;
 - (e) List of sponsored conferences, workshops, outreach efforts, or awareness campaigns to include:
 - 1. Location(s);
 - 2. Time and date;
 - 3. Unduplicated attendance count;
 - 4. Description of target audience agencies represented with a copy of presentation (curriculum) outline;
 - 5. Satisfaction/Exit/Evaluation forms collected at the events/trainings;
 - 6. Copy of conference announcement; and
 - 7. Attendance sign-in sheet (if applicable).
 - (f) List of mandated reporter training workshops to include:
 - 1. Location(s), time and date;
 - 2. Unduplicated attendance count;
 - 3. Description of target audience;
 - 4. Satisfaction/Exit/Evaluation forms collected at the trainings;
 - 5. Agencies represented; and
 - 6. Attendance sign-in sheet.
 - (g) List of local print and/or electronic media announcements to include: media provider, description of target audience, time and date of release(s), copy of script (if an advertisement or public service announcement), target audience, estimated number of people or households reached. This includes billboard campaign announcements.
 - (h) Calendar and information of upcoming events and trainings, including contact information.
- b. CONTRACTOR must provide annual reports to the Board of Supervisors (WIC 18983.6). The draft report must be submitted to DPSS for review no later than September 1 of each year and must include the following:
- (a) Names of all CAPC Board Members;
 - (b) Chair and contact information for all Regional Collaboratives;
 - (c) Descriptions of the types of programs and services funded by the CTF and the target populations benefiting from these programs. (WIC 18970(c)(1));
 - (d) List of sponsored activities, conferences, workshops or awareness campaigns, separated by Regional Collaboration, including:
 - 1. Location;
 - 2. Date;
 - 3. Unduplicated count of people in attendance/number of people reached; and

4. Targeted population.
- (e) List of mandated reporter training, including:
1. Location;
 2. Date;
 3. Unduplicated count of people in attendance; and
 4. Supervisorial District.
- (f) Listing of local print and/or electronic media announcements, including:
1. Media provider;
 2. Description of target audience (shall include at risk children and families);
 3. Time and date of release;
 4. Estimated number of people or households reached; and
 5. Supervisorial District.
- (g) The amount in each portion of the local trust fund as of June 30 each year, as well as the amount disbursed in the preceding fiscal year (WIC 18970(c)(2)); and
- (h) Donor recognition with award amounts.

ATTACHMENT I
Assurance of Compliance

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

Family Service Association
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.

01/11/18
Date

[Signature]
Director's Signature

21250 Box Springs Road, Suite 212
Address of Vendor/Recipient
(08/13/01) Marina Valley, CA 92557

CR50-Vendor Assurance of Compliance

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: Family Service Association
Remit to Name
21250 Box Springs Rd. Ste. 212 Moreno Valley, CA 92557
Address
Family Service Association
Contractor Name
CS-03969
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

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

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CUF RENT PERIOD	YEAR TO DATE
-----------------------	-----------------	--------------

DPSS 2076B (8/03) Contract Expenditure Report

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 Agreement 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.