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



ITEM: 3.15 MT: (ID # 9625)

**MEETING DATE:** 

FROM: PUBLIC SOCIAL SERVICES:

Tuesday, October 22, 2019

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Execute

Second Amended and Restated Agreement #CS-03814 with Today's Urban Renewal Network, Inc., to facilitate the Faith in Motion Collaborative through

June 30, 2023. All Districts. [Total Cost \$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

 Ratify and Execute the Second Amended and Restated Professional Services Agreement #CS-03814 with Today's Urban Renewal Network, Inc., (TURN) for the Faith in Motion Collaborative during the period from May 1, 2018 through June 30, 2023, updating Schedule B, Scope of Services and Attachment IV, Line Item Budget.

**ACTION:Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

October 22, 2019

XC:

**DPSS** 

Kecia R. Harper

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

FINANCIAL DATA	Current	Fiscal Year:	Next F	iscal Year:	Total Cost:	On	going Cost
COST	\$	0	\$	0	\$ 0	\$	0
NET COUNTY COST	\$	0	\$	0	\$ 0	\$	0
SOURCE OF FUND	S: N/A				 Budget Adj	ustmen	it: N/A
					For Fiscal	ear: 1	7/18 – 22/23

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### <u>Summary</u>

Today's Urban Renewal Network (TURN) provides oversight to the Faith in Motion (FIM) Collaborative. The primary goals of the FIM collaborative are to recruit and retain resource families, support and encourage foster family youth and their families, prevent entry/re-entry into the Child Welfare System, enhance re-unification and assist youth, families, non-minor dependents and resource families with goods and/or linkage to services as necessary.

The First Amended and Restated Agreement featured non-substantive changes, and was therefore executed by County Purchasing, as agreed to by County Counsel and provided for at original contract execution on May 22, 2018 (Agenda Item 3.21). The proposed Second Amended and Restated Agreement changes are considered substantive per County Counsel and require Board of Supervisor approval. This amendment accomplishes the following:

- 1. Adding and removing line items and changing line item descriptions in the budget.
- 2. Clarifying language:
  - a. Adding details to donation collection and disbursement,
  - b. removed language associated with the use of the web based platform, "Care Portal".
  - c. identify FIM reporting and data evaluation revisions, and
  - d. incorporate new provisions related to recruitment, community outreach and coordination of service.
- 3. Changes to the language regarding contractor out-reach events.

The proposed Second Amended and Reinstated Agreement will not impact total costs. The Maximum Reimbursable Amount of the Agreement of \$150,000 annually remains unchanged from the original approved agreement.

#### Impact on Residents and Businesses

The FIM collaborative provides much needed assistance to adults, youth and families through the recruitment of resource families, as well as solicitation of goods and services as an alternative to entry into the child welfare system or adult protective service interventions.

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

#### Additional Fiscal Information

Funds for this agreement have been budgeted through fiscal year 2023. Budget adjustments are not necessary.

#### **Contract History and Price Reasonableness**

On May 22, 2018 (Agenda Item 3.21), the Board of Supervisors approved and executed Professional Service Agreement #CS-03814, with TURN for \$150,000 annually for the period of May 2018 through June 30, 2023.

The First Amended and Restated Agreement updated Schedule B, Scope of Service, to revise the objectives of the agreement and incorporate Joint Operational Meetings (JOMs) as part of the Contractor provisions.

The Second Amended and Restated Agreement will update Schedule B, Scope of Service, to identify FIM reporting and data evaluation revisions and incorporate new provisions related to recruitment, community outreach and coordination of service. The Second Amended and Restated Agreement will also update Attachment IV, Line Item Budget, to revise line item allocations and incorporate additional payment provisions.

**ATTACHMENTS:** 

Attachment A:

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Agreement #CS-03814 with TURN (3 copies)

ID# 9625

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

and

Today's Urban Renewal Network, Inc. Faith in Motion Collaborative CS-03814

**Second Amended and Restated Agreement** 



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#### List of Attachments

Attachment I – Assurance of Compliance
Attachment II – DPSS 2076A, DPSS 2076B & Instructions

Attachment III -- County of Riverside Zone Listings by Zip Code Attachment IV - Line Item Budget

This Second Amended and Restated Agreement, CS-03814, (herein referred to as "Agreement"), effective upon signature of both parties, is made and entered into by and between Today's Urban Renewal Network, 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"). Upon the effectiveness of this Agreement, the First Amended and Restated Agreement, CS-03814, shall be superseded and replaced in its entirety by this Agreement. The parties agree as follows:

#### 1. DEFINITIONS

- A. "CarePortal" refers to a web-based system that serves as a link between children and families in need and local faith-based communities and partners. CarePortal may be accessed at www.careportal.org.
- B. "CONTRACTOR" refers to Today's Urban Renewal Network, Inc. and its employees, agents and representatives providing services under this Agreement.
- C. "COUNTY" refers the County of Riverside and its Department of Public Social Services (DPSS) Children's Services Division (CSD). For purposes of this Agreement, DPSS CSD and COUNTY are used interchangeably.
- D. "FIM" refers to Faith in Motion or the Faith in Motion Collaborative.
- E. "Faith-Based Leaders", "Faith-Based Partners" and/or "Faith Partners" refer to individuals or entities that identify with, are affiliated and/or supported by one or more particular religion(s).
- F. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- G. "JOM" refers to Joint Operational Meetings.
- H. "Resource Families" refers to individuals, couples and families who may or may not be related to a child, youth or young adult, in foster care or not, who is considered to be approved to provide care for a court dependent or ward for a short term basis (foster care) or permanent basis (adoption or legal guardianship), depending on the Resource Family's interest and the child's case plan.
- "Subcontract" refers to any contract, purchase order, or other purchase agreement, including
  modifications and change orders to the foregoing, entered into by the CONTRACTOR with a
  Subcontractor to furnish supplies, materials, equipment, and services for the performance of
  any of the terms and conditions contained in this Agreement.
- J. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another Subcontractor.

#### 2. DESCRIPTION OF SERVICES

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

#### 3. PERIOD OF PERFORMANCE

This Agreement shall be effective May 1, 2018 and continues 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 amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTACTOR'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. TRANSITION PERIOD

The CONTRACTOR recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption and that, upon expiration, COUNTY or another contractor, may continue the services outlined herein. The CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL The 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 the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems appropriate, including but not limited to, duplication and/or distribution within the 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 the COUNTY.

#### 10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. The 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. 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.

#### 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 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 procedures 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.

#### 12. 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.

#### PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. The CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. The CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

#### 14. 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 or 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.

#### 15. 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.

#### 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.

#### 17. 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 the COUNTY as Additional Insured.

#### 18. 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.

#### 19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or Subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

#### 20. 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.

#### 21. 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.

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. EMPLOYMENT PRACTICES

- A. The CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; and to the extent they apply, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- B. In the provision of benefits, the CONTRACTOR shall certify and comply with Public Contract Code 10295.3 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.

C. 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).

#### 26. 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.

#### 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. 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.

#### 29. 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.

#### 30. 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.

#### 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 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.

#### 34. CIVIL RIGHTS COMPLIANCE

#### A. Assurance of Compliance

The 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. The CONTRACTOR will sign and date Attachment I and return it to COUNTY along with the executed Agreement. The CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

#### B. Client Complaints

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

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

Civil Rights Complaints should be referred to:

Civil Rights Coordinator Riverside County Department of Public Social Services 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.

#### 35. ADMINISTRATIVE/CONTRACT LIAISON

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

#### 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:

#### 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:

Today's Urban Renewal Network P.O. Box 20600 Riverside, CA 92516 Attention: Libby Collier

#### CONTRACTOR "Remit To" address:

Today's Urban Renewal Network P.O. Box 20600 Riverside, CA 92516 Attention: Libby Collier

#### 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; 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 CONTRACTOR:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Libby Collier	Printed Name of Person Signing: Kevin Jeffries
Title: Chief Executive Officer	Title: Chairman, Board of Supervisors
Date Signed: 8/22 /19	Date Signed: 0CT <b>2 2 2019</b>

KECIA,R, HARPER, Cler

DEPUT)

FORM APPROVED COUNTY COUNSEL

ATTEST:

SYNTHIA M. GUNZEL

DATE

### A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT		
May 1, 2018 through June 30, 2018	\$25,000.00		
July 1, 2018 through June 30, 2019	\$150,000.00		
July 1, 2019 through June 30, 2020	\$150,000.00		
July 1, 2020 through June 30, 2021	\$150,000.00		
July 1, 2021 through June 30, 2022	\$150,000.00		
July 1, 2022 through June 30, 2023	\$150,000.00		
Total	\$775,000.00		

#### A.2 LINE ITEM BUDGET

- a. Total line item cost rates shall adhere to the itemized breakdown as referenced in Attachment IV.
- b. Effective June 01, 2019, CONTRACTOR shall be reimbursed the actual amount of hours worked which shall not exceed forty (40) hours per week.
- c. CONTRACTOR will provide the following supporting documentation along with the monthly invoice to justify invoice amounts:
  - 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 Costs:

#### Printing/Photocopying

- i. Copy of invoice or receipt.
- ii. Proof of payment.
  - a. Include copy of check, general ledger, or credit card receipt
- iii. Description of business purpose

#### Supplies/Equipment

- i. Copy of invoice or receipt.
- ii. Proof of payment.
  - a. Include copy of check, general ledger, or credit card receipt.

#### Training/Staff/Consultants

- i. Copy of invoice or receipt.
- ii. Proof of payment.
  - a. Include copy of check, general ledger, or credit card receipt
- iii. Description of business purpose

#### Food

- i. Copy of invoice or receipt.
- ii. Proof of payment.
  - a. Include copy of check, general ledger, or credit card receipt
- iii. Copy of meeting agenda and a description of business purpose

#### Telephone

- i. Copy of invoice.
- ii. Proof of payment.
  - a. Include copy of check, general ledger, or credit card receipt

#### Mileage

- i. Mileage Log for DPSS Activities including dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
- ii. Copy of Map printout with mileage to/from destination. Example: Mapquest, Google Maps.
- 3. Indirect costs 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, the 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. 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).
- 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 CONSUMER PRICE INDEX

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

consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

#### A.5 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.6 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.

### B.1 SCOPE OF SERVICES A. OBJECTIVES

CONTRACTOR shall be required to meet the following objectives:

- 1. Increase the number of Resource Families available for placement of Riverside County children/youth by a minimum of forty (40) prospective families per year from the faith community.
- 2. Provide resources and support to a minimum of five hundred (500) foster youth and/or biological families, and/or Resource Families throughout Riverside County.
- 3. Build relationships with faith-based community organizations to engage and increase Faith in Motion collaborative meeting attendance, from the baseline of forty (40), by ten percent (10%) annually in western Riverside County (Zone 1), as referenced in Attachment III.
- 4. Establish and maintain new Faith in Motion collaborative meetings in all zones as outlined in Attachment III.
- 5. Promote the Faith in Motion collaborative to elected officials, community leaders and stakeholders within Riverside County.

#### **B. GENERAL RESPONSIBLITIES**

Assign staff to liaison between the CONTRACTOR and DPSS.

#### C. SERVICE DELIVERY

1. Services shall be provided throughout Riverside County in all three (3) zones as referenced in Attachment III based on immediate need as identified and agreed upon by and between the CONTRACTOR and COUNTY.

#### D. RECRUITMENT & COMMUNITY OUTREACH

#### 1. PRESENTATIONS & RECRUITMENT EFFORTS

- a. CONTRACTOR shall provide a minimum of twenty (20) presentations and/or recruitment events from July to June of each year to twenty (20) different Faith-Based Partners at their facilities to increase community awareness of the Faith in Motion Collaborative (FIM) and to recruit additional Resource Families. CONTRACTOR duties shall include, but not be limited to:
  - i. tailoring presentations to meet the needs of foster youth, parents and Resource Families;
  - ii. facilitating recruitment events and providing information to potential Resource Families regarding the Resource Family approval process as established by Welfare and Institutions Code 16519.5 (http://www/cdss/ca.gov/inforesources/Resource-Family-Approval-

#### Program);

- iii. engaging an average of ten (10) Faith Partners per month in oneon- one discussions to assist with collaborative efforts. CONTRACTOR shall be required to:
  - a. educate Faith-Based Leaders on how faith-based organizations may aid in fulfilling local children and family donation requests;
  - b. recruit Faith-Based Leaders to attend or provide representation at FIM meetings in their area; and
  - c. engage Faith-Based Leaders in coordinating a recruitment presentation in their faith community/church.
- iv. coordinate with a minimum of four (4) different faith-based churches during the months of March and April to host four (4) foster care awareness presentations per year during the following months:
  - a. National Foster Care Month in May of each year; and
  - b. National Adoption Month in November of each year.
- v. provide church leaders and/or lay leaders with strategies to inform congregations of the need for Resource Families and the California Resource Family Approval process.
- vi. make all foster care recruitment efforts affordable to all COUNTY contracted Foster Family Agencies (FFA). CONTRACTOR shall ensure all FFA have equal access to recruited Resource Families.
- b. CONTRACTOR shall collect data regarding recruitment and outreach efforts to individuals, organizations, churches and/or other faith communities interested in FIM collaborative efforts.
- c. CONTRACTOR shall monitor levels of interest and/or commitment to the FIM Collaborative efforts based on individuals and/or organizations agreement to:
  - i. participate in initial face-to-face meetings;
  - ii. provide a church and/or organization representative to attend FIM meetings in their area on a regular basis;
  - iii. host a table at an information meeting;
  - iv. fulfill donations and/or volunteer requests as needed and during donation drives:
  - v. host recruitment presentations;
  - vi. participate in follow-up informational meetings pertaining to RFA recruitment events;
  - vii. initiate the steps to becoming a Resource Family;
  - viii. become a Resource Family:
  - ix. facilitate support networks for Resource Families within congregations

#### 2. COORDINATION OF SERVICE

a. CONTRACTOR shall coordinate additional support for those seeking to become a Resource Family from community-based professionals and other FFAs, both within and outside of the COUNTY.

- CONTRACTOR shall solicit, track and facilitate distribution of donations of goods/services from community members and match requests with the needs of DPSS CSD.
- c. CONTRACTOR shall make goods and services obtained through FIM available to CarePortal as deemed appropriate.
- d. CONTRACTOR shall work with identified DPSS CSD liaisons regarding desired items and donation needs. CONTRACTOR shall follow up via face-to-face meetings, phone calls and/or e-mail to ensure all needs forwarded to CONTRACTOR have been fulfilled.

#### 3. E-MAIL COMMUNICATIONS & NEWSLETTERS

- a. CONTRACTOR shall establish and manage a centralized Faith in Motion (FIM) email account that provides general correspondence for inquiries as well as communication to and from community and Faith-Based Partners. The FIM email account must be monitored and supported by a staff member who is able to process inquiries expeditiously.
- b. CONTRACTOR shall review and respond to public e-mail communications within forty-eight (48) hours of receipt.
- c. CONTRACTOR shall notify the DPSS CSD liaison of issues or inquiries from faith communities, social workers or foster families within forty-eight (48) hours via e-mail.
- d. CONTRACTOR shall maintain a list of community partners to whom quarterly newsletters shall be produced and distributed. Newsletter topics shall include, but not be limited to:
  - i. spotlight features/success stories:
  - ii. updates:
  - iii. upcoming events;
  - iv. objectives;
  - v. goals; and
  - vi. contact information
- e. CONTRACTOR shall update community partners as well as DPSS on current events and newsworthy happenings within the faith-based community and the families served.
- f. CONTRACTOR shall ensure that the newsletter highlights upcoming events and advocates for the help of children and families of DPSS related to services and items.

#### 4. FAITH PARTNER MEETINGS

- a. CONTRACTOR shall facilitate monthly meetings with Faith Partners to allow for an opportunity to network.
- b. CONTRACTOR shall rotate meeting locations between each zone (Attachment III) as necessary.
- c. Monthly meetings shall serve as an opportunity for CONTRACTOR to update Faith-Based Partners on current events, needs within DPSS CSD, as well as focus on at least one (1) key relational connecting point.
- d. CONTRACTOR shall provide the meeting location, agenda, sign-in sheet, snacks and other items as necessary.

#### 5. DONATION COLLECTION & DISBURSEMENT

- a. CONTRACTOR shall solicit, track and disseminate donations of goods from community members and Faith Partners, ensuring donations are matched with DPSS office locations where there are needs.
- b. CONTRACTOR shall perform inquiries to DPSS CSD office liaisons regarding desired

- items and donation needs as well as conduct follow-up phone calls to ensure all needs are met.
- c. CONTRACTOR shall conduct coordinated and collaborative donation drives throughout Riverside County as needed or requested by DPSS CSD to replenish goods.
- d. CONTRACTOR donation collection and disbursement efforts shall be considered separate from the collective efforts of CarePortal.

#### 6. CELEBRATIONS

- a. CONTRACTOR shall coordinate with Faith-Based Partners and DPSS CSD to provide services and goods such as food, refreshments, decorations, entertainment as well as incentives and gift baskets for the annual Foster Youth Graduation and Non-Minor Dependent Holiday Celebration held by DPSS CSD. CONTRACTOR shall coordinate efforts between partners to provide graduation gift baskets and social and interactive graduation day activities and festivities.
- b. Utilize all other relational events as opportunities to inform interested parties on how to become active with FIM and/or become a Resource Family.
- c. CONTRACTOR shall coordinate, at a minimum, one (1) event with other community partners as a means to recruit new Resource Families.

#### 7. QUALITY PARENTING INITIATIVE (QPI)

a. CONTRACTOR shall participate, as necessary, in the implementation of the Quality Parenting Initiative (QPI) to assist with the development of the DPSS CSD plan of action related to targeted recruitment and support of Resource Families.

#### 8. JOINT OPERATIONAL MEETINGS (JOM)

- a. CONTRACTOR shall participate in JOMs as requested. JOMs shall include at minimum the primary liaisons from each organization, and be held as needed to facilitate communication between TURN and DPSS.
- b. JOMs shall serve as a communication arena with discussions that may include, but not be limited to, the following: incidents, areas of enhancement, communication, quarterly program management reports, and quarterly statistic reports.

#### E. STAFFING REQUIREMENTS

CONTRACTOR shall provide adequate staffing to fulfill contractual obligations consistent with the scope of service. At minimum, staffing shall include the following positions:

i. Program Director

#### B.2 DATA ASSESSMENT & REPORTING

1. Monthly Summary Report

CONTRACTOR shall submit a monthly summary report to the DPSS CSD Liaison. An electronic copy of the following reports shall be submitted to DPSS CSD via e-mail to PDRreports@rivco.org by the 20<sup>th</sup> of the month following the month services were rendered (i.e., July report will be due August 20<sup>th</sup>). Exceptions will be made if the 20<sup>th</sup> is not a business day. The monthly summary report shall list the following information:

- a. Date, time and location of FIM meetings:
- b. Number of participants (with new members or organizations identified);
- c. Donated goods designated and available for DPSS CSD foster youth, location, and value;
- d. Goods and services distributed by CSD zones as outlined in Attachment III;
- e. Overall number of resource families recruited (include name, church affiliation (if applicable), location, phone number and or/e-mail);
- f. Number (if any) of Faith Based organizations referred to CarePortal
- g. Estimated number of individuals reached through recruitment efforts (i.e. newsletters, events, presentations<sup>1</sup>);
- h. The number of COUNTY elected officials, stakeholders and community leaders reached with regard to FIM

#### 2. Annual Summary Report

CONTRACTOR shall submit an annual summary report by August 18<sup>th</sup> of each year of the contract to the DPSS CSD Liaison. The annual summary report shall list the following information:

- a. Summary of goal achievement;
- b. Inventory report detailing remaining available goods for DPSS CSD foster youth; and
- c. Aggregate data and information of all twelve (12) monthly reports

<sup>&</sup>lt;sup>1</sup> CONTRACTOR shall utilize the tracking system referenced in section B.1 D. "Recruitment & Community Outreach", subsection 1c of this Agreement to collect data related to level of interest or commitment.

Attachment I

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

#### Today's Urban Renewal Network, Inc. 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.

Address of Vendor/Recipient (08/13/01)

CR50-Vendor Assurance of Compliance

### COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

#### CONTRACTOR PAYMENT REQUEST

To:	Riverside County	From:	Today's Urban Rene	wal Network, Inc.	
	Department of Public Social Services Attn: Management Reporting Unit		Remit to Name		
	4060 County Circle Drive Riverside, CA 92503		Address		
			Contractor Name		
			Contract Number		
Total a	mount requested	_for the period of_		20	<del></del>
Select Pa	ayment Type(s) Below:				
	Advance Payment \$ if allowed by Contract/MOU)		Actual Payment \$ (Same amount a	s 2076B if needed)	-
∏ Ţ	Unit of Service Payment \$		# of Units) X	(\$)	
_	# of Units) X (\$)		# of Units) X	(\$)	
_	# of Units) X (\$)	·	# of Units) X	(\$)	
	Authorized Signature	Title		Date	
FOR	DPSS USE ONLY (DO NOT WRITE BEL	OW TESLINE)			e er Sitti
Bu	siness Unit (5)	Purchase Order # (10)		Invoice#	
Ac	count (6)	Amount Authorized			
Fu	nd (5)	If amount authorized is	different from amount requ	est, please explain:	
De	pt ID (10)				
Pro	ogram (5)	Program (if applicable)		Date	
Cla	uss (10)	Management Reporting	g Unit	Date	
Pro	eject/Grant (15)	Contracts Administration	on Unit Date		
Ven	ndor Code (10)	General Accounting Se	ction	Date	

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				·	
CONTRACTOR:					
ACTUAL EXPENDITURES FOR (M	/IM/YYYY)				
CONTRACT#:					
EXPENSE CATEGORY	APPROVE D BUDGETE	CURRENT EXPENDITURE BILLABLE AMOUN	CUMULATIVE EXPENDITURES T	UNEXPENDE D BUDGETED AMOUNT	
List each item as outlined in contract budget.					
			7		
				<u> </u>	
TOTAL BUDGET/EXPENSES					
		IN-KIND CASH COI	NTRIBUTION		
List each type of contribution					
TOTAL BUILDING CO.					
TOTAL IN-KIND/CASH MATCH					
CLIENT FEES COLLECTED	CLIENT FEES COLLECTED CURRENT 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 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.

#### County of Riverside Zone Listings by Zip Code Revised August 30, 2016

## Zone #1 Western County 1-2 hour response time

City	Zip	
-	Code	
Colton*	92324	
Corona	92877	
Corona	92878	
Corona	92879	
Corona	92880	
Corona	92881	
Corona	92882	
Corona	92883	
Homeland	92548	
Mira Loma	91752	
Moreno Valley	92551	
Moreno Valley	92552	
Moreno Valley	92553	
Moreno Valley	92554	
Moreno Valley	92555	
Moreno Valley	92556	
Moreno Valley	92557	
Norco	92860	
Nuevo/Lakeview	92567	
Perris	92570	
Perris	92571	
Perris	92572	
Perris	92599	
Redlands*	92379	
Riverside	92501	
Riverside	92502	
Riverside	92503	
Riverside	92504	
Riverside	92505	
Riverside	92506	
Riverside	92507	
Riverside	92508	
Riverside	92509	
Riverside	92513	
Riverside	92514	
Riverside	92515	
Riverside	92516	
Riverside	92517	
Riverside/March AFB	92518	
Riverside	92519	
Riverside (UCR)	92521	
Riverside	92522	
Romoland	92585	

1-2 hour response time

City	Zip
	Code
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/	
Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet/Valle Vista	92544
Hemet	92545
Hemet	92546
ldyllwild	92549
Lake Elsinore	92530
Lake Elsinore	92531
Lake Elsinore	92532
Menifee	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
Murrieta	92564
San Jacinto	92581
San Jacinto	92582
San Jacinto/	
Gilman Hot Springs	92583
Sun City	92586
Sun City/ Quail Valley/	
Canyon Lake	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
	92593 92595
Temecula	

3-4 hour response time

City	Zip
-	Code
Blythe/Ripley	92225
Blythe	92226
Cathedral City	92234
Cathedral City	92235
Coachella	92236
Desert Center/	
Eagle Mountain	92239
Desert Hot Springs	92240
Indian Wells	92210
Indio	92201
Indio	92202
Indio	92203
Indio Hills/DHS/	
Sky Valley	92241
La Quinta	92247
La Quinta	92248
La Quinta	92253
Mecca/	
North Shore	92254
North Palm Springs	92258
Palm Desert	92211
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
Rancho Mirage	92270
Thermal/Oasis/	
Salton Sea	92274
Thousand Palms	92276
Whitewater	92282

<sup>\*</sup>Zip Codes for referral only

## LINE ITEM BUDGET Effective May 01, 2018 through March 31, 2019

DESCRIPTION	Percentage	Annual Allocation
POSITION		
1 Program Director; 0.5 FTE		\$40,000
1 Program Manager; 0.5 FTE		\$40,000
SALARIES TOTAL		\$80,000
1 Program Director		\$9,200
1 Program Manager		\$9,200
BENEFITS TOTAL		\$18,400
TOTAL SALARIES & BENEFITS	66%	\$98,400
OPERATING COSTS		
Printing/Photocopying		\$4,700
Supplies/Equipment (2 laptop computers; \$1,500 1 printer; \$300; 2 computer software licenses; \$1,000)		\$5,500
Training/Staff/Consultants		\$15,000
Food Snacks for Faith in Motion monthly meetings and/or other partnership meetings held by TURN staff. \$265 average expense for month.		\$3,180
Telephone		\$1,800
Mileage		\$6,420
TOTAL OPERATING COSTS	24%	\$36,600
ADMINISTRATIVE/OVERHEAD COSTS		
Indirect Costs		\$15,000
TOTAL ADMINISTRATIVE COSTS	10%	\$15,000
TOTAL ANNUAL BUDGET	100%	\$150,000

#### **LINE ITEM BUDGET**

Effective April 01, 2019 through May 31, 2019

DESCRIPTION	Percentage	Annual Allocation
POSITION		
Program Director; 0.5 FTE		\$40,000
Program Manager; 0.5 FTE		\$40,000
SALARIES TOTAL		\$80,000
Program Director		\$9,200
Program Manager		\$9,200
BENEFITS TOTAL		\$18,400
TOTAL SALARIES & BENEFITS	66%	\$98,400
OPERATING COSTS		
Food (excludes reimbursement for events that do not include external partners or CONTRACTOR paid consultants)		\$3,180
All Other Operating Costs		\$33,420
TOTAL OPERATING COSTS	24%	\$36,600
Indirect Costs	10%	\$15,000
TOTAL ANNUAL BUDGET	100%	\$150,000

## LINE ITEM BUDGET Effective June 01, 2019 through June 30, 2023

DESCRIPTION	Percentage	Annual Allocation
POSITION		
Program Director		\$80,000
SALARIES TOTAL	144000	\$80,000
Program Director		\$18,400
BENEFITS TOTAL		\$18,400
TOTAL SALARIES & BENEFITS	66%	\$98,400
OPERATING COSTS		
Food (excludes reimbursement for events that do not include external partners or CONTRACTOR paid consultants)		\$3,180
All Other Operating Costs		\$33,420
TOTAL OPERATING COSTS	24%	\$36,600
Indirect Costs	10%	\$15,000
TOTAL ANNUAL BUDGET	100%	\$150,000

## LINE ITEM BUDGET Effective August 01, 2019 through June 30, 2023

DESCRIPTION	Percentage	Annual Allocation
POSITION =		
Program Director		\$36,000
SALARIES TOTAL		\$36,000
Program Director		\$12,000
BENEFITS TOTAL		\$12,000
TOTAL SALARIES & BENEFITS	32%	\$48,000
OPERATING COSTS		
All Other Operating Costs - Subcontract		\$102,000
TOTAL OPERATING COSTS	68%	\$102,000
TOTAL ANNUAL BUDGET	100%	\$150,000