

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



ITEM: 3.52  
(ID # 14037)

MEETING DATE:  
Tuesday, June 29, 2021

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve Agreement #DPSS-0002443 with the Consortium for Early Learning Services for Child Care Advocacy and Support Services without seeking competitive bids for five years. [All Districts]; [Total Cost \$513,505 - 80% Federal and 20% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement #DPSS-0002443 (Agreement) with the Consortium for Early Learning Services for Child Care Advocacy and Support Services without seeking competitive bids, for a total aggregate amount of \$513,505 for five years through June 30, 2026; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) take all necessary steps to administer and implement the Agreement; and b) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement.

ACTION:

  
Sayari Baldwin, DPSS Director 6/14/2021

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 29, 2021  
xc: DPSS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 98,930	\$ 513,505	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 80% and State 20%.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 – 25/26

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Consortium for Early Learning Services (Consortium) is a non-profit corporation dedicated to providing leadership and assistance in the establishment of quality, affordable and accessible child care programs. Founded in 1982 and incorporated in 1987, the Consortium was initiated through funding made available by the Riverside County Board of Supervisors, the City of Riverside, the Press-Enterprise, the Riverside Community Hospital, the City of Moreno Valley, and the Coachella Valley Association of Governments.

The accomplishments of the Consortium include developing new centers and family child care homes; sponsoring community awareness events; assisting employers with employee child care issues; providing community Early Care and Education (ECE) resources; assisting planning departments with zoning, ordinance and regulation issues; providing scholarships to assist families with the cost of child care; and training ECE providers.

The Consortium oversees (4) Regions (Eastern, Mid-County, Southwestern & Western) which are comprised of members representing city/county government, business, education, community service agencies, child care organizations, and community leaders. Region members assess (ECE) needs at the local level and address those needs through collaborative partnerships.

As a note, the Consortium does not own or operate child care programs. Instead, it provides leadership and assistance to local communities to establish affordable, quality Early Care and Education programs. It differs from Riverside County Office of Education (RCOE) in that RCOE offers direct services to families in Riverside County. The following programs are available through ECE to assist families in obtaining quality child care and to assist programs in providing that care:

- Child Care Resource and Referral to assist parents in locating licensed child care and community resources
- Administer the Eligibility List for ECE's state-funded child care and development programs
- Alternative Payment Program to assist low-income families with child care costs

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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- CalWORKs Child Care (Stages 2 and 3)
- General Child Care and Development: Center-Based Program
- California State Preschool Program
- Quality Rating Improvement System Block Grants (Quality Start Riverside County)

**Impact on Residents and Businesses**

The services provided through the Consortium support expanding resources to DPSS customers to have access to quality child care and early learning opportunities for their children so the family can achieve self-sufficiency. These services/resources include assisting in the expansion of child care license capacity, assisting providers to become licensed through Community Care Licensing (CCL), and coordinate surveys within the community to identify families and children eligible for subsidized Child Care by zip code. Due to limited child care slots, licensed providers, and funding streams, families often have challenges remaining employed and/or completing required activities.

**Additional Fiscal Information**

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2021 through June 30, 2022	\$98,930.00
July 1, 2022 through June 30, 2023	\$100,769.00
July 1, 2023 through June 30, 2024	\$102,654.00
July 1, 2024 through June 30, 2025	\$104,586.00
July 1, 2025 through June 30, 2026	\$106,566.00
Total	\$513,505.00

**Contract History and Price Reasonableness**

DPSS believes the funding provided to the Consortium for child care advocacy and support services provides cost effective services and addresses a unique business need, ensuring better child care services for children and families in Riverside County.

The department received Single Source Justification of approval from the Purchasing Department.

**ATTACHMENTS:**

**Attachment A:      AGREEMENT # DPSS-0002443**

**Sole Source Justification**

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

  
Tina Grande, Director of Purchasing and Fleet Services 6/17/2021

  
Gregory L. Priamos, Director County Counsel 6/16/2021



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

**and**

**Consortium for Early Learning Services  
Child Care Advocacy and Support Services  
DPSS-0002443**



**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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## List of Schedules:

Schedule A – Payment Provisions

Schedule B – Scope of Services

**List of Exhibits:**

**Exhibit A - DPSS 2076A, Instructions & DPSS 2076B**

**List of Attachments:**

**Attachment I – Assurance of Compliance**



This Agreement is made and entered into by and between Consortium for Early Learning Services, 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. "CDE" refers to the California Department of Education.
- B. "CDSS" refers to the California Department of Social Services.
- C. "CONTRACTOR" refers to Consortium for Early Learning Services including its employees, agents, representatives, subcontractors and suppliers.
- D. "COUNTY" and/or "DPSS" 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.
- E. "FTE" refers to full-time equivalent or full-time employee.
- F. "RCOE" refers to Riverside County Office of Education.

2. PURPOSE

The Consortium for Early Learning Services (Consortium) is a non-profit corporation dedicated to providing leadership and assistance in the establishment of quality, affordable and accessible child care programs. The accomplishments of the Consortium include developing new centers and family child care homes; sponsoring community awareness events; assisting employers with employee child care issues; providing community ECE resources; assisting planning departments with zoning, ordinance and regulation issues; providing scholarships to assist families with the cost of child care; and training ECE providers.

The Consortium oversees (4) Regions (Eastern, Mid-County, Southwestern & Western) which are comprised of members representing city/county government, business, education, community service agencies, child care organizations, and community leaders. Region members assess Early Care and Education (ECE) needs at the local level and address those needs through collaborative partnerships.

As a note, the Consortium does not own or operate child care programs. Instead, it provides leadership and assistance to local communities to establish affordable, quality Early Care and Education programs. It differs from Riverside County Office of Education (RCOE) in that RCOE offers direct services to families in Riverside County. The following programs are available through ECE to assist families in obtaining quality child care and to assist programs in providing that care:

- Child Care Resource and Referral to assist parents in locating licensed child care and community resources
- Administer the Eligibility List for ECE's state-funded child care and development programs
- Alternative Payment Program to assist low-income families with child care costs
- CalWORKs Child Care (Stages 2 and 3)
- General Child Care and Development: Center-Based Program
- California State Preschool Program



- Quality Rating Improvement System Block Grants (Quality Start Riverside County)

3. **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.

4. **PERIOD OF PERFORMANCE**

This Agreement shall be effective July 1, 2021 ("Effective Date") and continues through June 30, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

5. **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 products. 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.

6. **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.

7. **TERMINATION**

- A. COUNTY or CONTRACTOR may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on the other party 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; 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 dishonesty 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.

8. **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 either party 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 other party from enforcing the terms of this Agreement.

9. **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.

10. **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.

11. **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.



12. 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 to 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.

13. CONFIDENTIALITY

- A. 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 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 record 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.

14. **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.

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. 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(s) 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.

16. **WORKER'S COMPENSATION**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.



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 Insureds.

18. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 \$2,000,000 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. **CYBER LIABILITY**

CONTRACTOR shall procure and maintain for the duration of the contract 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 the contract 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 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.

21. **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. As such, COUNTY shall not be required herein 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.

22. **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; COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. **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.

24. **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.



25. 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.

26. 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; if applicable, 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).

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. Employment Development Department reporting requirements: 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.

27. 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.

28. 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.

29. 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; or
- (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.

30. 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **ADMINISTRATIVE/CONTRACT LIAISON**

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

36. **CIVIL RIGHTS COMPLIANCE**

A. **Assurance of Compliance**

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



**B. Client Complaints**

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from 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/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
731 Palmyrita Avenue  
Riverside, CA 92507  
(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 make 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.

37. **CHILD ABUSE REPORTING**

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

38. **ADULT ABUSE REPORTING**

CONTRACTOR is a mandated reporter under California Welfare and Institutions code 15630, CONTRACTOR shall establish a procedure acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report suspected elder or dependent adult abuse in accordance with applicable laws to an adult protective agency as defined under this code.

39. **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  
Finance and Forecasting Division/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR:**

Consortium for Early Learning Services  
21250 Box Springs Road, Ste 113  
Moreno Valley, CA 92557

**CONTRACTOR "Remit To" address:**

Consortium for Early Learning Services  
21250 Box Springs Road, Ste 113  
Moreno Valley, CA 92557

40. **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.



## 41. ELECTRONIC SIGNATURES

Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## 42. 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<sup>st</sup> of each fiscal year.

## 43. 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 CONTRACTOR	Authorized Signature for COUNTY	ATTEST: KECIA R. HARPER, Clerk By <i>[Signature]</i> DEPUTY
Printed Name of Person Signing: Deborah Clark-Crews <i>Deborah Clark-Crews</i>	Printed Name of Person Signing: Karen Spiegel <i>Karen S. Spiegel</i>	
Title: Executive Director	Title: Chair, Board of Supervisors	
Date Signed: <i>07/21/2021</i>	Date Signed: JUN 29 2021	
	Approval as to Form Gregory P. Priamos County Counsel  By: <i>[Signature]</i> Esen Sainz Deputy County Counsel Date: <i>6/16/21</i>	



**Schedule A**  
**Payment Provisions**

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

Total payments to CONTRACTOR under this Agreement shall not exceed:

<b>Fiscal Year Period</b>	<b>Annual Payment</b>
July 1, 2021 through June 30, 2022	\$ 98,930.00
July 1, 2022 through June 30, 2023	\$ 100,769.00
July 1, 2023 through June 30, 2024	\$ 102,654.00
July 1, 2024 through June 30, 2025	\$ 104,586.00
July 1, 2025 through June 30, 2026	\$ 106,566.00
Total	\$ 513,505.00

**A.2 ALLOWABLE COSTS**

CONTRACTOR shall receive reimbursement, monthly for providing services up to the maximum reimbursable amount of this Agreement, and as detailed in Schedule A, A.1, Maximum Amounts – Annual and Aggregate Totals.

**A.3**

**A.1 PAYMENT OF COSTS**

- a. DPSS will pay actual salary and benefits cost related to one full-time equivalent/employee (FTE) Program Specialist. This includes regular time, benefits, sick time, vacation time, holidays and any other paid leave.
- b. Contractor shall be reimbursed for administrative overhead costs at a rate of 15% of the total salary and benefit costs for the full-time position. Administrative overhead costs include additional costs associated with the position's overhead, such as management/supervision, facilities, and supplies/equipment, etc.
- c. To request payments pursuant to this Agreement, CONTRACTOR billings shall be submitted monthly to DPSS using the DPSS Form 2076A – Contractor Payment Request and DPSS Form 2076B – Contractor Expenditure Report (Exhibit A) no later than the 10th day of the calendar month. CONTRACTOR shall provide a copy of monthly timesheets, individual payroll register, and a summarized salary and benefits register showing pay period and paid dollar amounts. Designated program liaison will provide approval prior to reimbursement. Exhibit A is attached hereto and incorporated herein by this reference.
- d. DPSS will review all forms and supporting documentations and process the claim within thirty (30) calendar days of receipt of the claim by DPSS and forward to the Auditor-Controller's office for payment. Payment will be received via Electronic Funds Transfer (EFT). Any missing forms or supporting documentation from the claim may result in a payment delay.
- e. An estimated billing for June shall be received by DPSS no later than the first Friday of June. The actual billing for June will be submitted to DPSS by July 30<sup>th</sup>.

**A.2 DISSALLOWANCE**

In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, CONTRACTOR shall be notified by DPSS and the disallowed amount shall be deducted from the next subsequent payment.



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

The services provided through the Consortium support expanding resources to DPSS customers to have access to quality child care and early learning opportunities for their children so the family can achieve self- sufficiency. Due to limited child care slots, licensed providers, and funding streams, families often have challenges remaining employed and/or completing required activities. The following outcomes support a collaborative relationship which ensures that adequate efforts are in place for DPSS customers to obtain safe, reliable, and quality child care in their communities.

**PERFORMANCE OUTCOMES**

<b>Performance Measures</b>	<b>Scope</b>	<b>Outcomes</b>
Expand Child Care License Capacity	Increase the small Community Care Licensing (CCL) child care license capacity (8) to larger capacity license (14)	Increase child care spaces of the 7 Family Child Care Homes (FCCH) as follows: <ul style="list-style-type: none"> <li>• 6 additional slots per FCCH annually for a total of 42 per year</li> <li>• Total increase of 168 slots over the four- year period</li> </ul>
New FCCHs	Assist Family, Friend, and Neighbor (FFN) providers to become licensed through CCL including application process, fingerprinting, TB clearance, home inspections, and professional development training.	The Consortium for Early Learning Services has no control over the CCL process. However, they will assist Family, Friend, and Neighbor (FFN) providers to become licensed through CCL including application process, fingerprinting, TB clearance, home inspections, and professional development

Monthly Reporting	Submit a Monthly Report to Self-Sufficiency, by the 10 <sup>th</sup> of each month, providing a status update of each Performance Measure. Submit reports to <a href="mailto:CommunityOutreachBranch@rivco.org">CommunityOutreachBranch@rivco.org</a>	Monthly Report will provide an ongoing status of each Performance Measure and Outcomes.
Zip Code Analysis Priority Report	Coordinate surveys within the community to identify families and children eligible for subsidized Child Care by zip code.	Finalized annual report submitted to State Department of Education by May 30th deadline.



**Exhibit A**

DPSS 2076A, DPSS 2076B &amp; INSTRUCTIONS

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**CONTRACTOR PAYMENT REQUEST**

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

From:

Remit to Name

Address

City, State and Zip Code

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 \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

\_\_\_\_\_ (# of Units) x \_\_\_\_\_ (Unit Price) = (\$) \_\_\_\_\_

Any questions regarding this request should be directed to and authorized by:

Name

Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization \_\_\_\_\_ Date \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Invoice Number \_\_\_\_\_

PO Number \_\_\_\_\_

DPSS 2076A (9/19) CONTRACTOR PAYMENT REQUEST

# 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" "City, State, and Zip Code"

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

### "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.

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





**ATTACHMENT I**

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

Consortium for Early Learning Services  
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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

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