

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
 AMENDMENT No. 2 TO
 AGREEMENT DPSS-0002811 WITH
 PRACTICAL SOLUTIONS, A SOLE PROPRIETORSHIP
 HOARDING AND RELOCATING SERVICES

AGREEMENT:	DPSS-0002811
AMENDED PERIOD OF PERFORMANCE:	September 14, 2021-June 30, 2023 With (3) one-year renewal options.
EFFECTIVE DATE OF AMENDMENT:	Upon Signature
AMENDED ANNUAL MAXIMUM REIMBURSABLE AMOUNT:	\$ 30,000 (FY 21/22) \$ 100,000 (FY 22/23) Option 1: up to \$100,000 (FY 23/24) Option 2: up to \$100,000 (FY 24/25) Option 3: up to \$100,000 (FY 25/26)
AMENDED AGGREGATE MAXIMUM REIMBURSABLE AMOUNT:	\$430,000

This Amendment No. 2 to the Agreement DPSS-0002811 (“Agreement”), is made by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (DPSS), hereinafter referred to as COUNTY, and Practical Solutions, a sole proprietorship dba Practical Solutions, hereinafter referred to as (CONTRACTOR).

RECITALS

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Agreement # DPSS-0002811 for Services, effective September 14, 2021 through June 30, 2026, and;

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Amendment No.1 DPSS-00002811, effective January 1, 2022 through June 30, 2026, for hoarding and relocating services (herein referred to as “Original Agreement”); and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to update the term period, payment provisions, scope of services, and add personnel and mandated reporting clauses.

WHEREAS, Section 41, “Modification of Terms” allows for modifications by written amendment signed by both parties.

NOW THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR agree to amend the Agreement according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Section 4 “PERIOD OF PERFORMANCE”, is deleted in its entirety and replaced with the following:**

This Agreement shall be effective upon signature by both parties (herein referred to as “Effective Date”) and continues in effect through June 30, 2023. Except to the extent otherwise provided in this Agreement, the Parties may extend the term of this Agreement (subject to the “TERMINATION” section below) on the same terms and conditions as in effect just before the then-current end of the term, for up to three (3) successive one-year periods by way of written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently perform thereafter.

3. **Section 24 “PERSONNEL”, is added to read as follows and renumber subsequent sections accordingly:**

“PERSONNEL

- A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked;
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR’s list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
- C. **Background Checks**
 CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual’s personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 “Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin” and California Government Code § 12952”.

4. Section 25 “MANDATED REPORTING”, is added to read as follows and renumber subsequent sections accordingly:

“MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as “mandated reporters.” If CONTRACTOR is a “mandated reporter” in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a “mandated reporter”, CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections”.

5. Delete Schedule A, “Payment Provisions,” Subsection A.1 “MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS” in its entirety and replace with the following:

“A.1 MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS

Total payment under this Agreement shall not exceed in aggregate \$430,000.

FISCAL YEAR PERIOD	ANNUAL MAXIMUM PAYMENT
September 14, 2021 through June 30, 2022	\$30,000
July 1, 2022 through June 30, 2023	\$100,000
TOTAL	\$130,000
Option #1: July 1, 2023 through June 30, 2024	up to \$100,000
Option #2: July 1, 2024 through June 30, 2025	up to \$100,000
Option # 3: July 1, 2025 through June 30, 2026	up to \$100,000
TOTAL with options	up to \$430,000

6. Delete Schedule A, “Payment Provisions,” Subsection A.2 “Unit of Service Cost Rate” in its entirety and replace with the following:

“A.2 UNIT OF SERVICE COST RATE

CONTRACTOR shall be paid in accordance to the following unit of service cost rate.

Type of Service	Cost Per Hour/Per Person	Minimum Hours (Hrs.) Per Day
Organizing/Hoarding	\$95	4 Hrs.
Downsizing/Relocation	\$85	4 Hrs.

The CONTRACTOR shall be paid for extra requests in accordance to the following unit of service cost rate. The cost for these requests shall be approved in advance by DPSS, if requested.

Extra Requests	Cost
Moving Supplies: New	\$5 per box
Moving Supplies: Used	\$3 per box
Shredding Banker Box	\$10 per box
Trash Haulers	TBD and agreed upon between both Parties
Movers	TBD and agreed upon between both Parties
Travel <i>(if Client resides more than 30 miles from 1752 E. Lugonia Avenue, Redlands CA 92374)</i>	IRS Rate
Cancelation Fee <i>(If canceled with less than 24 hours' notice of scheduled service)</i>	Reimbursement of actual expenses incurred (e.g., lease of equipment), with supporting documentation
Show Up Pay <i>(Upon arrival of scheduled service)</i>	Hourly rate not to exceed two hour maximum, per staff, with supporting documentation.(please see unit of service cost rate above for hourly rate)

7. Delete Schedule A, “Payment Provisions,” Subsection A.3 “Method, Time, and Conditions of Payment” in its entirety and replace with the following and renumber subsequent sections accordingly:

- a. “CONTRACTOR shall 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. Supporting documentation is as follows:
 - 1. DPSS Forms 2076A, following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for all payment requests.
 - 2. DPSS Referral Form and Invoices approved in advance by DPSS. Documentation shall include client name, client address, date of services, type of service, client authorization, and cost. Exhibit B is attached hereto and incorporated herein by this reference for all payment requests.
 - 3. Supporting documentation for actual expenses incurred (e.g., leased equipment):
 - a. Invoice and receipts for payments/charges, including:
 - i. Language of cancellation terms
 - ii. Scheduled timeframe for leased equipment
 - b. List of scheduled staff for service, number of hours scheduled, location of service, and signed referral form.
- b. All payment claims shall be submitted on a monthly basis no later than 30 calendar 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. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30”.

8. Amend Schedule B, “Scope of Services”, Subsection A4, to add the following and renumber subsequent sections accordingly:

“Make contact with client no less than 2 (business) days prior to the scheduled service to ensure the client has a full understanding of the service being conducted”.

9. Effective Date. This Amendment No. 2 to Agreement DPSS-0002811, shall become effective upon signature.

10. Miscellaneous. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 2 to Agreement DPSS-0002811.

[Signature Page to Follow]

COUNTY OF RIVERSIDE, a political subdivision of the state of California

PRACTICAL SOLUTIONS, a sole proprietorship dba Practical Solutions

Jeff Hewitt
Jeff Hewitt (Nov 14, 2022 08:49 PST)

Jeff Hewitt
Chair, Board of Supervisors

Nov 14, 2022

Date

Cathy Bates
Cathy Bates (Oct 17, 2022 13:03 PDT)

Cathy L. Bates
Owner

Oct 17, 2022

Date

ATTEST:
Kecia Harper
Clerk of the Board

By: Cindy Fernandez
Cindy Fernandez (Nov 14, 2022 08:49 PST)
Deputy



Approval as to Form
Minh Tran
County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel

Date: Oct 17, 2022