

# CONTRACTOR GUIDE

**FISCAL YEAR  
2017-18**

**DELIVERING EXCELLENT,  
QUALITY SERVICES THAT  
LEAD TO POSITIVE OUTCOMES**

**HEALTHY**

**SAFE**

**STRONG**

**THRIVING**

**SELF-SUFFICIENT**



**COUNTY OF FRESNO**

**DEPARTMENT OF SOCIAL SERVICES**

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## INTRODUCTION

The County of Fresno is a public institution dedicated to providing a variety of services to the citizens of the county. The Department of Social Services (DSS) is the largest department of the County, employs over 2,600 individuals and impacts either directly or indirectly all individuals in the county. As a public service organization, DSS strives to ensure all services provided by and on behalf of DSS align with the DSS Mission, Vision, Core Values and Service Outcomes.

### **Mission**

*The Fresno County Department of Social Services assists adults, children, and families to achieve health, safety and self-sufficiency through a diverse range of programs and partnerships.*

### **Vision**

*The people we serve are healthier, stronger, and thriving because of DSS staff and partners deliver excellent, quality services that lead to positive outcomes.*

### **Core Values**

*Develop Relationships with All  
Show Integrity within All  
Seek Excellence in All*

### **Child, Family, and Individual Outcomes**

*More DSS clients employed  
Improved child safety, permanency, and well-being  
Safer, more independent, self-sufficient elders and persons with disabilities  
Maintenance of high Medi-Cal coverage rates  
More satisfied clients*

These principles are expected to be incorporated into all aspects of service delivery including those provided by contracted service providers.

This guide is directed to contracted service providers as a general overview of the expectations of DSS during our contractual relationship. It is important for DSS contractors to understand these expectations in order to establish and/or maintain a successful program or service. This guide is not all inclusive, but only highlights some of the areas regarding contracts. It is always suggested contractors refer to their specific contract, and/or contact our Department for specific questions.

Overall, we hope this is a helpful document and assists in the development of a mutually beneficial working relationship.

Sincerely,

DSS Program Development and Grants

## CONTACT INFORMATION

**CONTRACTOR:** \_\_\_\_\_

**PROGRAM/SERVICE:** \_\_\_\_\_

**STAFF ANALYST:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**ADMINISTRATION  
RECEPTION**

**(559) 600-2300**

**PRINCIPAL ANALYSTS:**

**Laura Moreno**

**(559) 600-2335**

**Katherine Martindale**

**(559) 600-3230**

**DSS ADMINISTRATION  
MAILING ADDRESS:**

**Department of Social Services  
Program Development and Grants  
P.O. Box 1912  
Fresno, CA 93718-1912**

**DSS ADMINISTRATION  
OFFICE ADDRESS:**

**Department of Social Services  
2135 Fresno Street, Suite 100  
Fresno, CA 93721**

**DSS INVOICE MAILBOX:**

**dssinvoices@co.fresno.ca.us**

## I. ADVANCE PAYMENT

Your contract may have a provision to allow for an advance payment. This can be an important tool in the facilitation of project start-up; however, it will only be allowed when necessary.

- A. As permitted by regulation, you may request a one-time advanced payment of up to 20% of the total annual contracted compensation amount. Advance payments shall be limited to implementation costs for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of the DSS Director or designee.
- B. To receive an advance, a written request sent to your DSS Staff Analyst is required. Indicate the exact dollar amount you are requesting and provide specific justification to support the need for an advance payment. You may request an advance any time following Board approval of the contract, but prior to submitting the first invoice.
- C. If you receive an advanced payment, the amount of the advanced payment shall be deducted by DSS in equal installments from invoiced amounts submitted for the final six (6) months of the first year of the agreement.
- D. The advance should not be reflected on your monthly invoices. You will invoice for actual expenses and begin with the full contract amount, less actual expenses for year-to-date totals.

## II. REPORTS AND INVOICES

An activity report and/or invoice may be required by DSS. These reports are important to document the performance of your services and to compensate you for services rendered. They will also contribute to decisions regarding contract renewal. It's essential that these reports be complete, accurate and submitted by the requested due date.

- A. Activity reports and invoices, if required, are due by the date indicated in the contract, and must be emailed directly to [dssinvoices@co.fresno.ca.us](mailto:dssinvoices@co.fresno.ca.us) or mailed to your Staff Analyst at P.O. Box 1912, Fresno, CA 93718. Invoices are paid within 45 days *if received by the approved due date of each month and are complete and accurate.*
- B. The Director, or other authorized staff of your agency or program must sign and date all activity reports and invoices.
- C. Additional supporting documentation may be requested by your Staff Analyst including receipts, attendance reports, travel claims, payroll ledgers, labor distribution, etc. Although submitted to the Staff Analyst, you must still retain copies on file for audit purposes.

- D. You may be provided a standard format for all activity/financial reports, usually in an Excel format.
- E. If necessary, additional information may be required to more thoroughly describe service activities and/or program issues. Any issues that impact start-up and/or ongoing contract performance must be indicated.
- F. Reporting budget line item expenditures:
  - 1. If you have zero expenses for a line item, place a “0” in that line.
  - 2. Line item amounts must remain as approved in the contract. You may not move funds between line items to cover expenditures (See Modifications section for budget modifications).
  - 3. Expenses may not exceed budgeted amounts. Do not show negative balances.
  - 4. Requested changes to a DSS provided invoice template spreadsheet must be relayed and/or discussed and approved by the Staff Analyst.
- G. If an invoice must be corrected after submission, submit a second complete signed report for that month with the corrections highlighted and “Amended Invoice” noted at the top. Showing a correction on the following month’s report is not sufficient.

### **III. RECORD KEEPING**

Proper record keeping is an essential component of your contract and is also necessary to ensure compliance with audit requirements of State and Federal funding.

This will require that you retain (for the time period indicated in the contract) all back up documentation of the related expenses you claim to your County contact, including, but not limited to, receipts, invoices and corresponding payment verification, employment timecards, and insurance expense verification. All support documentation for expenditures must indicate the line item budget account number to which the cost is charged. Please note that your organization may be selected for a contract and financial audit to be conducted by the County Auditor’s Office.

The following are some areas that can receive special emphasis during an either audit or a DSS on-site program review (See also Section VI)

- A. Personnel records – All records should include the date of hire, position, salary, qualifications, civil rights training, and percent of program involvement as well as time studies.

- B. General Ledger (bookkeeping and recording practices), and related receipts for claimed County expenses.
- C. Policies and Procedures including grievance resolution, harassment, discrimination, client fraternization, conflict of interest, nepotism, compliance with Civil Rights, Americans with Disabilities Acts (includes ensuring that information is properly posted) and Confidentiality and Privacy provisions.
- D. Insurance – Current insurance certificates with contract compliant provisions and verifications should be timely provided and on file (See Section VII).
- E. Office Expenses – All documentation must clearly indicate the programs charged for the item and the percent to each program.
- F. Equipment – Records should include annual inventory reconciliation.
- G. Transportation – All employee transportation expense reports should include destinations and odometer readings.
- H. Case Management and Documentation including Tracking and Follow-Up Methods (active and closed cases).
- I. Client Records – Files must be maintained in a secure location to ensure confidentiality and must contain at a minimum: documentation of all client contacts, services offered and declined, activity enrollment information, attendance, barriers, referrals, and a plan of action acknowledged by the client.
- J. Program Activity and Financial Reports.
- K. Acknowledgment (program materials must acknowledge the funding source).
- L. Civil Rights Compliance Documentation – For contracts that include direct services to clients, completion of annual civil rights staff training and Vendor Assurance of Compliance form that documents completion of this training.
- M. Confidentiality and Medi-Cal Privacy Documentation – As applicable, assurance of annual training and compliance with breach reporting requirements
- N. Internal Controls.

#### **IV. CONTRACT MONITORING**

Contract monitoring consists of various activities that enable DSS to assess both program and fiscal operations to determine overall contract compliance. Depending upon your contract DSS will engage in a combination of the following contract monitoring activities.

1. Contractual or General Requirements – Staff Analyst will discuss with you and/or request verification to support compliance with required elements of the contract.
2. Fiscal (Invoices) Report – Staff Analyst will review and if correct approve. Monthly, quarterly, and or intermittent submission of back up supporting documentation may be requested (See also Section V.). If an invoice and/or correct supporting documentation are not received, payment will be held. No payments will be made until the requested information is received.

Current and year-to-date expenditures will be evaluated for all line items. Clarification will be requested on any over or under expended items. Any anticipated cost increases should be discussed as early as possible with the assigned Staff Analyst and a determination made regarding the need for a budget modification.

3. Activity Report – Activity reports shall be submitted in conjunction with the invoice. They will be reviewed to ensure adequate progress toward serving the number of clients, achieving program outcomes/performance measures, and providing the level of service specified in the contract, and/or otherwise mutually agreed upon. Any noted issues/problems within these reports will be discussed with you and/or DSS program staff responsible for the contract.
4. Monitoring Meetings – A Staff Analyst will coordinate and facilitate contract monitoring meetings that will include you, your pertinent staff, and DSS program staff to discuss contract performance, concerns, issues, or questions. It is also an opportunity to share success stories. Depending upon the nature of the contract, this will occur monthly, bi-monthly, quarterly, semi-annually, or annually. The frequency may be increased or decreased based upon the contract and/or need.

In-person (unless logistically a hardship, e.g. out-of-state contractor) attendance at scheduled monitoring meetings is mandatory and shall include key staff with sufficient authority over the contracted service. Meetings may be held at the DSS office or at your agency/service location.

5. Program Materials – All materials including marketing items, client information, training materials, forms, and curricula may be reviewed for acknowledgement, accuracy, and contract compliance. They will also be reviewed for compliance with local, state, and federal regulations including prohibitions on proselytizing and political activity.
6. Facilities Review – An on-site visit may be conducted of reception areas, classrooms, training facilities or other areas where client services are provided. The review will determine if facilities are safe, accessible, adequate, and appropriate for the services offered.
7. Activity Review – Staff analyst may sit in on an actual client/consumer program activity as a quality assurance review of services provided.

## V. ON-SITE PROGRAM REVIEWS

A DSS Staff Analyst may conduct an on-site program review to determine the degree to which your organization is providing effective service at the level and standard agreed upon in the contract. The review also ensures programmatic and fiscal integrity, effective and efficient use of funds, and program compliance with local, state, and federal laws and regulations. The contractor may or may not be notified in advance of the scheduled on-site visit and the areas to be reviewed.

Areas that may be reviewed are indicated in Section III. Upon completion of the program review the Staff Analyst will complete a site review report and indicate any areas of concerns or of non-compliance. The contractor will be responsible for the development of a response and plan to address indicated findings/concerns. The Staff Analyst will monitor to ensure the corrective action plan is implemented.

## VI. REVIEW OF BACK-UP DOCUMENTATION

As indicated in previous sections, your assigned Staff Analyst may, as determined to be appropriate, request detailed documentation that supports your monthly invoices. Any issues that are brought up by review of this information will be discussed with you, DSS program staff, and/or may be discussed during scheduled contract monitoring meetings. Back up documentation shall be provided by mail, email, or on-site:

By mail: Please mail copies of all documentation to the Department of Social Services, ATTN: Your Staff Analyst, P.O. BOX 1912, Fresno, CA 93718.

By email: All documentation can be scanned and emailed directly to your Staff Analyst, or to [dssinvoices@co.fresno.ca.us](mailto:dssinvoices@co.fresno.ca.us).

On-site: Your Staff Analyst will visit your site and request copies of all documentation for their review.

Back-up documentation must include all financial documents required under “**Section III. Record Keeping,**” including all documentation related to any expense you claim to your county contract.

All support documentation for expenditures must indicate the line item budget account number in the Budget Exhibit to which the cost is charged.

Should it be found that your organization does not have the required documentation, or should the documentation differ from what has been invoiced to the County, you may be required to submit a corrective action plan or submit a revised invoice. Future invoices may be adjusted to correct any inaccuracies that are found and you may be required to refund the County or denied payment for unsupported expenditures.

## VII. INSURANCE REQUIREMENTS

Contractors performing services for the County are required to maintain certain levels of insurance. Standard County insurance requirements and limits are as follows:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

A. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

B. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Although the above provisions are standard, your contract may include variations and/or additional provisions depending upon the nature of the services provided. If required, you shall maintain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured. Additional insured certifications must be separate. A general certificate of insurance that names the County as a Certificate Holder is not sufficient

For detailed insurance coverage requirements, please refer to the Insurance section of your contract. Failure to provide contracted insurance and/or provide requested insurance documentation is a non-compliance issue and will be addressed with you.

## VIII. CONFIDENTIALITY AND MEDI-CAL PRIVACY

Your contract may include provisions to ensure client confidentiality and Medi-Cal privacy. Should this be the case, compliance with these provisions is essential. Please check with your Staff Analyst to discuss should you have any questions. If your contracted services fall under these provision you may be required to conduct annual staff training and comply with confidentiality breach reporting as specified in the Fresno County's agreement with the California Department of Social Services and the California Department of Health Care Services. This agreement can be viewed at <http://www.co.fresno.ca.us/MediCalPrivacy/>.

## IX. CONTRACT ADMENDMENTS OR MODIFICATIONS

The terms of a contract may be modified or amended during the contract year for a number of reasons as outlined below. Please refer to your contract's Modification provision which may differ depending upon service provided. Changes to your contract can be made via a contract amendment or modification. Please discuss as early as possible with your assigned Staff Analyst should you think a contract amendment or modification is needed.

A. Contract Amendment – Requires Board of Supervisors (or County Purchasing, if not a Board approved agreement) approval, and approval of all parties to the contract. This is required in the following circumstances.

1. Change in the term of the contract
2. Increase in the amount of overall contract compensation
3. Significant budget and/or service changes (please refer to your specific contract modification language)

B. Modification – Does not require Board of Supervisors approval, but requires written approval of the DSS Director or designee. This will be required in the following circumstances.

1. *Budget modifications that do not increase the overall compensation amount.*

These modifications are to move funds between line items to ensure greater utilization. Changes cannot significantly alter the services to be provided and cannot detract from client services. You must receive prior approval for a budget modification from your Staff Analyst. Once approved, your monthly financial report is modified to reflect the changes. Specific guidelines include:

- a. It is expected you will monitor your contract budget and proactively assess when a budget modification may be required.

- b. You are required to submit budget modifications in writing using DSS's Budget Modification Request Form and receive approval prior to making any changes.
  - c. The assigned contract Staff Analyst and/or their supervisor are responsible for and have authority to approve or deny the budget modification request.
  - d. Unless there are extenuating circumstances, no more than two requests for budget modifications shall be submitted per contract year.
  - e. Budget modifications requests will not be accepted if received within the first month or after the first day of the last month of the agreement term (e.g. if the contract term is July 2017-June 2018, no budget modifications requests will be accepted after June 1, 2018).
  - f. Requests must be submitted and approved prior to incurring expenses.
  - g. Retroactive budget modifications will not be approved unless appropriate justification is provided for consideration.
2. *Minor changes to the Summary of Services (services and/or performance outcomes) that do not increase the overall compensation amount.*

These changes will usually address operational issues that arise during program implementation. Service and outcome modifications must be requested using the DSS Services and Outcomes Request Form. The form can be submitted by either by you or DSS program staff. The modification request must be discussed and approved by you, program staff, and the DSS Director or designee. Once approved, your monthly activity report will be modified to reflect the changes, if applicable. Specific guidelines include:

- a. If you are the requestor, contact your Staff Analyst to obtain a copy of the DSS Services and Outcomes Modification Request Form, complete and submit.
- b. Your assigned contract Staff Analyst will review the request. If appropriate, a meeting will be scheduled with DSS program staff to discuss the requested changes.
- c. DSS program staff and the assigned contract Staff Analyst must be in agreement before a Services and Outcomes Modification Form is approved.
- d. Keep requests for service and outcome modifications to a minimum whenever possible, with no more than two per contract year.

- e. Service and outcome modifications will not be processed after the first day of the last month of the agreement term (e.g. if the contract term is July 2017-June 2018, no service/outcome modifications will be processed after June 1, 2018).
- f. Retroactive service and outcome modifications will not be approved unless appropriate justification is provided for consideration.

## **X. CONTRACT RENEWAL**

The contract renewal process can begin several months prior to the termination date of the contract. This allows time to renegotiate terms and time for the process that leads to final approval in order to avoid any break in service. The decision whether or not to seek renewal may be based on a number of factors including performance outcomes, continued value of the service, availability of funds, etc. Do not assume your contract will be automatically renewed. Contact your assigned Analyst several months prior to the expiration date to explore renewal of the contract. The process is described below.

- A. If the renewal is determined not to be appropriate, your Staff Analyst will notify you immediately that the contract will be allowed to expire. Depending upon provisions in the contract, this may require a written advance notice.

If a renewal is planned, your Staff Analyst will contact you to review the contract. If you and DSS mutually agree to enter into a renewal term with no changes to terms and conditions, written acknowledgement of this may be required by both parties.

- B. Depending on the nature of the contract, DSS may decide to renew the contract via a new contract submitted for Board of Supervisor approval. If this is the case, the Staff Analyst will request a meeting. You should prepare as follows:
  - 1. Review service outcomes and performance measures in relation to those anticipated in the contract. Determine if adjustments should be made. Take into consideration any issues that affected program outcomes such as delays in start-up and referral averages. Be prepared to provide documentation and discuss with your Staff Analyst. Determine expected number of carry-over clients who will be served under the renewed contract and include those in total number to be served. Substantial changes to the Summary of Services are not permissible as this could violate procurement procedures.
  - 2. Review actual expenditures against contract budget. Determine if any line items should be increased or were underutilized and can be better used elsewhere. Anticipate any additional equipment and staffing needs, especially if you plan to increase the number of clients served. Take into consideration any expected cost increases such as cost-of-living or step increases, insurance rates, utilities, etc.

- C. During this meeting (more than one may be necessary) is the time to address any issues with the contract terms, outcomes, or specifics with the Summary of Service or Budget Exhibits. Any requested information should be provided promptly to avoid delays in the process that could adversely affect the start date.
  - D. Once agreement has been reached, a draft contract will be developed and submitted for review and pre-approval. You will be notified immediately of any recommended changes as a result of this process. After pre-approval, the contract is prepared and routed for signature in the same manner as a new contract.
  - E. Your Staff Analyst will prepare a Board Agenda Item to be placed on the Board of Supervisors agenda. Your presence will be required at the Board meeting. Following Board approval, an executed copy of the contract will be provided to you.
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*Thank you*